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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

September 29, 2021
Bureau of Aeronautics

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** award a grant to the City of Nashua/Nashua Airport Authority (Vendor Code 154441), SBG-12-24-2021 for CRRSA 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 Boire Field. Federal participation in the amount of $57,162.00 is effective upon Governor and Council approval through May 3, 2025. 100% Federal Funds.

Funding is available as follows:	FY 2022
04-96-96-964010-2021 FAA CRRSA Act Funding 072-509073 Grants Federal	$57,162.00

EXPLANATION

The CRRSA Act provides funding to Non-Primary General Aviation Airports to cover airport operating expenses at the NH's airports.

One FAA grant was issued, AIP 3-33-SBGP-037-2021, to provide the funding to Boire Field and other NH airports to reimburse for the following:

- SBG 12-24-2021 for $57,162.00 to reimburse for costs related to operations, personnel, cleaning, sanitization, janitorial services combating the spread of pathogens at the airport, and debt service expenses.

This award is **retroactive** dating back to January 20, 2020 with an end date of May 3, 2025.

The CRRSA Act provided grant funds for operating expenses at Non Primary General Aviation airports that arise due to the COVID-19 public health emergency. Under FAA's new Airport Coronavirus Response Grant Program:

- Non-Primary Commercial Service and General Aviation Airports share not less than $45 million (less the amount allocated for non-primary airports participating in the FAA Contract Tower Program) allocated based on the categories (National, Regional, Local, and Basic) published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

CRRSA Act funds allow for the reimbursement of eligible expenses that were incurred on or after January 20, 2020 at a 100% federal share up to the amount of the grant. As such, the Department will administer CRRSA Act funding to support Boire Field, in accordance with FAA guidance. FAA has the sole authority to make the determination regarding the amount and eligibility of what costs will be reimbursed.

The Contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office and subsequent to Governor and Council approval will be on file at the Department of Transportation.

In the event that the Federal funds become no longer available, General funds will not be requested to support this program.

In accordance with the FAA grant assurances C- Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

VFS/tlsl
Attachments

U.S. Department
of Transportation
Federal Aviation
Administration

NEW HAMPSHIRE
AIRPORT BLOCK
GRANT PROGRAM

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

STATE BLOCK GRANT AGREEMENT

PART I – OFFER

Award Offer Date	August 2, 2021
Airport/Planning Area	Boire Field
State Block Grant Number	SBG 12-24-2021
Unique Entity Identifier	166055731

TO: Nashua Airport Authority/City of Nashua, 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 an Airport Coronavirus Relief Grant Program (hereafter called ACRGP) Grant Application dated February 23, 2021, for a Grant of Federal funds at or associated with the Boire Field, which is included as part of this Grant Agreement;

WHEREAS, the State has made a Grant Offer and the Nashua Airport Authority/City of Nashua, New Hampshire has accepted the terms of the State's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Nashua Airport Authority/City of Nashua, New Hampshire, the State has approved the Grant Application to provide ACRGP Act Airport Grant funds (herein called the "Grant") to the Nashua Airport Authority/City of Nashua, New Hampshire for [Enter Airport or Planning Area];

WHEREAS, the ACRGP Grant, provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act "the Act"), Division M of Public Law 116-260, as described below, is to provide Nashua Airport Authority/City of Nashua, New Hampshire who operates [Enter Airport Name] the funding awarded in this Grant for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments;

WHEREAS, the ACRGP Grant amount to Boire Field derived by legislative formula (See Division M, Title

IV of the Act) to include additional amounts for covered airports with FAA Federal Contract Towers, as defined below ; and

WHEREAS, the purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to Boire Field. Such purposes can include the reimbursement of an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. Subgrants under this ACRGP Grant also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP State Block Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the ACRGP 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, Boire Field, and the public from the accomplishment of 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 obligation of the United States and State payable under this Offer is **$57,162.00** allocated as follows:

   $23,000.00 Non-Primary KU

   $ 34,162.00 Federal Contract Tower KT

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the State formally accepts this Grant Agreement and is the date signed by the last State signatory to the Agreement. The end date of the period of performance is **May 3, 2025**. 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.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant will end on May 3, 2025 and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a State or covered airport Sponsor may charge to the Grant only allowable costs incurred during the budget period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the State or covered airport sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close Out and Termination:

1. Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this Grant award no later than 90 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the Grant within 120 calendar days after the period of performance end date with the information available at the end of 90 days. (2 CFR § 200.344)

2. The State may terminate the ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs – Sponsors.** 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 ACRGP 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 ACRGP Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the ACRGP Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA 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 ACRGP Grant that exceed three months or a 25 percent reduction in time devoted to the ACRGP Grant and requests prior approval from FAA. 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 August 31, 2021, 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 and State funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP 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 ACRGP Grant Agreement, including, but not limited to, any action taken by the Sponsor related to or arising from, directly or indirectly, this ACRGP 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 Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): 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 ACRGP 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).

    b. Unique Entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State will make each payment request under this Agreement electronically via the Delphi eInvoicing 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. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State or FAA may suspend, cancel, or terminate this Agreement.

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, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this ACRGP Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this ACRGP State Block Grant.

16. **Audits for Sponsors.**

    a. PUBLIC SPONSORS: Public Sponsors are required to provide for a Single Audit or program-specific audit in accordance with 2 CFR § Part 200 under this ACRGP Grant. The Sponsor 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 State, the Sponsor shall provide one copy of the completed audit to the State.

17. **Suspension or Debarment.** The Sponsor must:

    a. Immediately disclose to the State whenever the Sponsor:

        1. Learns it has entered into a covered transaction with an ineligible entity; or

        2. Suspends or debars a contractor, person, or entity.

    b. Include a provision in all contracts issued under this ACRGP Grant that requires Contractors entering into "covered transactions", as defined by 2 CFR § 180.200, to:

        1. Verify the non-Federal entity is eligible to participate in this Federal program by:

            A. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
            B. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
            C. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating; and

        2. Require prime contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

    c. Insert this clause on suspension or debarment in all contracts and subcontracts that result from this ACRGP Grant.

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 ACRGP Grant Agreement and all subgrants funded by this ACRGP Grant.

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 this clause on banning texting while driving in all contracts and subcontracts funded by this ACRGP Grant Agreement.

19. Trafficking in Persons.

a. The Sponsor, as the recipient, the Sponsor's employees, and Sponsor using funds provided under this ACRGP Grant, including subaward recipients ' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that this ACRGP Grant Agreement and subaward agreements are in effect;

2. Procure a commercial sex act during the period of time that this ACRGP Grant Agreement and subaward agreements are in effect; or

3. Use forced labor in the performance of this ACRGP Grant Agreement and subaward agreements.

b. The FAA, as the Federal awarding agency, may unilaterally terminate this ACRGP Grant Agreement, without penalty, Sponsor that is a private entity –

1. Is determined to have violated a prohibition in paragraph 19.a.1. of this ACRGP Grant Agreement condition; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph a. of this ACRGP Grant condition through conduct that is either—

   A. Associated with performance under this ACRGP Grant; or

   B. Imputed to any and all subawardees under this ACRGP Grant 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.

c. The Sponsor must inform the State and FAA immediately of any information received from any source alleging a violation of a prohibition in paragraph 19.1.a. above during this ACRGP Grant Agreement.

d. The State's right to terminate unilaterally that is described in paragraph a. above of this condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant Agreement.

20. <u>Employee Protection from Reprisal.</u>

a. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor Grantee of subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph 20.a.2., information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;

   ii. Gross waste of Federal funds;

   iii. An abuse of authority relating to implementation or use of Federal funds;

   iv. A substantial and specific danger to public health or safety; or

   v. 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:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Federal office or employee responsible for oversight of a grant program;

   v. A court or grand jury;

   vi. A management office of the grantee or subgrantee; or

   vii. 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.1. above 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 section 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. **Co-Sponsor.** The Sponsor shall understand and agree that it jointly and severally adopts and ratifies the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

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 Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

23. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special condition requires the airport Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

24. **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.

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 FOR SPECIFIC ACRGP FUNDING

CONDITION FOR FAA FEDERAL CONTRACT TOWERS FUNDS –

1000. **ACRGP FCT Operations.** The Sponsor agrees to use the funds in this Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:

a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life,

including personal protective equipment and cleaning supplies, as well as debt service payments; and

b. eligible equipment for Federal Contract Tower operations defined in FAA Reauthorization Program Guidance Letter 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this ACRGP Grant. Funds not expended under this condition are subject to recovery by FAA. The Sponsor must include the terms prescribed in this special condition in in all subgrants awarding funds for FAA Federal Contract Towers (KT funds).

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **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.

2. **Equipment Acquisition.** The Sponsor agrees and that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the Airport for which the Grant is made.

3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired using funds provided under this Grant:

   a. Will be maintained and used at the Airport for which they were purchased; and

   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

1. **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 airport(s) included in this Grant must not exceed the percent attributable to the capital or operating costs of the airport.

2. **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 as applicable, has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport for which the Grant is made.

3. **Land Acquisition.** Where funds provided for by this Grant are used for the purpose of acquiring land, the Sponsor agrees to record the Grant Agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the State. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the last signatory of the signs the acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

For CM

(Signature)

Patrick C. Herlihy
Director *(Typed 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: 10/31/2021

By: Emily C. Sperry
Assistant Attorney General

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

Dated:

Attest:

By:

Secretary of State

(Title)

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP State Block Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP State Block Grant 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 ACRGP State Block Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal Law.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this 15th day of September, 2021.

Nashua Airport Authority
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Farrell Woods
(Typed Name of Sponsor's Authorized Official)

Title: Chairman
(Title of Sponsor's Authorized Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Steven A. Bolton, 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 CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for an airport's costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens and debt service payments at eligible covered airports defined in this Agreement. 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.

Dated at Nashua (location) this 16th day of September, 2021

STEVEN A. BOLTON
(Name of Sponsor's Attorney)

By: [signature]
(Signature of Sponsor's Attorney)

SBG 12-24-2021

CERTIFICATE OF VOTE

I, Christopher Lynch, do hereby certify that I am the Airport Manager of the Nashua Airport Authority, the City of Nashua's airport, Boire Field, in the state of New Hampshire, county of Hillsborough, in the United States of America.

I do further certify that Farrell Woods, is the Chairman of the Nashua Airport Authority and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for and on behalf of the Nashua Airport Authority any contracts with the State of New Hampshire. This authority was given during an official meeting of the Board of Directors of the Nashua Airport Authority of the City of Nashua on the following date: September 15, 2021.

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 Nashua Airport Authority on this 17th day of September, 2021.

Signature

SEAL

Nashua Airport Manager
Title of Signatory

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Hillsborough upon this date September 17, 2021 appeared before me, Susan M. Clancy, the abovesigned officer personally appeared, Christopher Lynch, who acknowledge himself to be the Airport Manager of the Nashua Airport Authority, City of Nashua, New Hampshire, and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Nashua Airport Authority, City of Nashua, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Susan M Clancy
Signature

SUSAN M. CLANCY
MY COMMISSION EXPIRES OCT. 5, 2021
SEAL NOTARY PUBLIC NEW HAMPSHIRE

Name of Notary or Justice of the Peace

Date of Expiration of Commission

OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder):

The State of New Hampshire
Department of Transportation – John O. Morton Building
7 Hazen Drive, Post Office Box 483
Concord, NH 03302-0483

The following policy(ies) Have been issued to:

City of Nashua & Nashua Airport Authority
93 Perimeter Road
Nashua, NH 03063

AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 00209620 **POLICY PERIOD:** FROM: May 1, 2021 TO: May 1, 2022
THIS COVERAGE IS EFFECTIVE 12:01 A.M. May 1, 2021
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:		LIMITS OF LIABILITY		
☒ Comprehensive General Liability	$ XXXX	Each Person	$ 5,000,000	Each Occurrence*
☒ Personal Injury Liability	$ XXXX	Each Person	$ 5,000,000	Each Occurrence*
☒ Medical Malpractice Liability	$ XXXX	Each Person	$ 5,000,000	Each Loss*
☒ Hangar Keepers Liability	$ 1,000,000	Each Person	$ 1,000,000	Each Occurrence*
☒ Fire Legal Liability	$ XXXX	Each Person	$ 100,000	Each Loss*
☒ Premises Medical Payments	$ 3,000	Each Person	$ 15,000	Each Accident*

LOCATION(S):

Boire Field Airport, Nashua, NH

THIS CERTIFICATE HOLDER IS:

- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage.
- ☐ Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- ☒ Included as an Additional Insured, but only with respect to operations of the Named Insured.
- ☐ Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

Old Republic Aerospace, Inc. Representative:

Agency Name: Arthur J. Gallagher Risk Mgmt. Svcs. Inc.
Agency Phone: 800-356-7075

Date: September 15, 2021

OLD REPUBLIC AEROSPACE, INC.

199 Water Street, 30th Floor, New York, NY 10038 | PH: (212) 607-2624 | FX: (212) 607-2614

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant subaward offer by the Sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP 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 ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act - 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. 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).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.

s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq. [2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. 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 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

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. [3,4]

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. [1]

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. [1]

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). [1]

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

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 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 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.

q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACRGP application or State subaward

as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.

6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.

8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. **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.

10. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. **Operation and Maintenance.**

    a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

        1) Operating the Airport's aeronautical facilities whenever required;

        2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

        3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

    b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the

Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. **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.

16. **Airport Revenues.**

    a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block 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 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.

    b. For airport development, 49 U.S.C. § 47133 applies.

17. **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.

18. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:

1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures(such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. 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 Nashua Airport Authority/City of Nashua, 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. 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.

21. **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.

22. **Policies, Standards and Specifications.** It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated August 2, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. **Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. **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, unless authorized in accordance with 2 CFR § 200.320. 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.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

RECEIVED
FEB 23 2021
NH AERONAUTICS

*3. Date Received:

4. Applicant Identifier:
SBG 12-xx-2021

*5b. Federal Entity Identifier:

*5b. Federal Award Identifier:
SBG 12-xx-2021

State Use Only:

6. Date Received by State:

7. State Application Identifier: SBG 12-xx-2021

8. APPLICANT INFORMATION:

*a. Legal Name: City of Nashua, New Hampshire/Nashua Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN):
02-0268661

*c. Organizational DUNS:
16-605-5731

d. Address:

*Street 1: 93 Perimeter Road
Street 2:
City: Nashua
County: Hillsborough
*State: NH
Province:
*Country: USA: United States
*Zip / Postal Code 03063

e. Organizational Unit:

Department Name:
Boire Field

Division Name:
Nashua Airport Authority

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Chris
Middle Name:
*Last Name: Lynch
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 603-882-0661 Fax Number: 603-881-5414

*Email: chrislynch@nashuaairport.com

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.):

Hillsborough County

***15. Descriptive Title of Applicant's Project:**

$23,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments, AND

$34,162 to cover only lawful airport sponsor expenses that support operations at FAA federal contract towers as defined by 49 U.S. C. §47124.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

. Applicant: 02 *b. Program/Project: 02

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA *b. End Date: NA

18. Estimated Funding ($):

*a. Federal	$57,162.00
*b. Applicant	$0
*c. State	$0
*d. Local	$0
*e. Other	$0
*f. Program Income	$0
*g. TOTAL	$57,162.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ 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)

☒ ** 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: Chris

Middle Name: _____

*Last Name: Lynch

Suffix: _____

*Title: Airport Manager

*Telephone Number: 603-882-0661 Fax Number: 603-881-5415

Email: chrislynch@nashuaairport.com

*Signature of Authorized Representative: *Date Signed: 02/25/2021