



Victoria F. Sheehan
Commissioner

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
January 5, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Southwestern Community Services, Inc. (Vendor 177511), Keene, NH, for an amount not to exceed \$220,000.00 for a property acquisition related to public transportation services within the Sullivan County region, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funding for this agreement is available in the Fiscal Year 2022 budget:

	<u>FY 2022</u>
04-96-96-964010-2916	
Public Transportation	
072-500575 Grants to Non-Profits-Federal	\$220,000.00

EXPLANATION

The Department has approved a request for Federal Transit Administration (FTA) Section 5339 Bus & Bus Facility Program funding from Southwestern Community Services, Inc. (SCS). SCS is a private, non-profit organization that provides rural public transportation in the Sullivan County region of New Hampshire.

The Department released a public notice on August 27, 2020, announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program, and solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Five transit agencies applied by the October 12, 2020 deadline, and all five transit agencies were awarded funds for eligible projects. The five transit agencies are Advance Transit, Inc., Southwestern Community Services, Tri-County Community Action Program, Belknap Merrimack Community Action Program, Inc., and VNA @ HCS.

Section 5339 funds awarded to SCS will be used for the procurement of real property located at 148 John Stark Highway in Newport, NH. This real property will serve as an expanded transit facility for SCS, allowing them to expand their transit service within the Sullivan County area and will house their administrative offices, including scheduling and dispatching, and provide a central, secure location for all the agency's transit vehicles to be parked.

An evaluation committee consisting of three Department staff from the Bureau of Rail and Transit reviewed and scored the submitted applications. The evaluation committee members included the Public

Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials; every application met the criteria threshold and were included in the Department's FTA Section 5339 funding plan. Each of the aforementioned transit systems will separately awarded funds for their approved projects. Provided below, for your reference, are the evaluation matrix and scores:

1	The applicant has the fiscal and technical capacity and adequate budget to operate service and conduct ongoing maintenance associated with this capital request.	20%
2	The applicant complies with relevant Federal and state regulations, and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	20%
3	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	20%
4	The applicant conveys how this addresses a critical public transportation need. Applicants need to adequately illustrate how the project will benefit the agency's transportation program/services, including how it is necessary for continued and/or improved operations. (As replacement vehicles/equipment are prioritized, detailed information is especially important for expansion projects. Vehicle replacements are presumed to address needs.)	25%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government, e.g., letters of support, willing to provide local match above minimum required, etc. (Vehicle replacements are presumed to have such support.)	15%
	Total Scoring	100%

Transit System	Score	Status
Advance Transit		
(2) 30', 16 passenger diesel transit buses	76.0%	Awarded
Advance Transit		
(2) 35', 33 passenger diesel transit buses	75.2%	Awarded
Advance Transit		
On-board UV air purification system	73.2%	*Awarded by G&C on April 7, 2021 Item #25
Advance Transit		
Tablet computer & mount	73.0%	*Awarded by G&C on April 7, 2021 Item #25
Community Action Program Belknap-Merrimack County, Inc.		
16x2 Ford E450	78.0%	Awarded
Community Action Program Belknap-Merrimack County, Inc.		
Safe Fleet vehicle inspection tool	80.7%	Awarded
Community Action Program Belknap-Merrimack County, Inc.		
Route Match notification module	79.7%	Awarded
Southwest Community Services		
Purchase and renovation of new transportation facility	71.0%	Awarded
Southwest Community Services		
(2) Ford Transit 350	71.2%	Awarded

Tri-County Community Action Program		
Ford Transit 350	73.3%	Awarded
Tri-County Community Action Program		
New phone system	72.7%	Withdrawn
VNA @ HCS		
Ford Transit 350	72.8%	Awarded

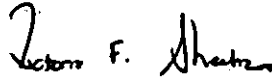
The total project cost is \$250,000.00, which includes \$220,000.00 (80%) FTA Section 5339 funds and \$30,000.00 (20%) SCS match. This contract reflects only the Federal portion of the project for a maximum contract amount of \$220,000.00. SCS will procure the real property following Federal procurement guidelines and will submit an invoice for Federal reimbursement to the Department.

In the event that Federal Funds are unavailable, additional General Funds will not be requested to support this program.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

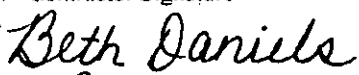
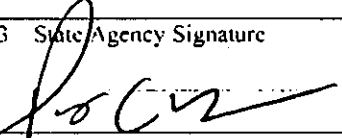

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 6 Kinney Place Claremont, NH 03743-3748	
1.5 Contractor Phone Number 603-542-9609	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$220,000.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 12/28/21		1.12 Name and Title of Contractor Signatory Beth Daniels, CEO	
1.13 State Agency Signature  Date: 1/11/21		1.14 Name and Title of State Agency Signatory Patrick C. Hermy Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/17/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials **BD**
 Date **12/28/21**

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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 understandings with respect to the subject matter hereof.

Contractor Initials BD
Date 12/28/21

**SOUTHWESTERN COMMUNITY SERVICES, INC.
EXHIBITS TO CONTRACT**

- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Budget
- EXHIBIT D Categorical Check List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200
FTA Section 5339

Single Audit

Social Service Documents to Include:

- 501 (c)
- Financial Report
- Board of Directors
- Key Personnel and Salaries
- Resumes

SOUTHWESTERN COMMUNITY SERVICES, INC.

EXHIBIT A

SPECIAL PROVISIONS

The Contractor, Southwestern Community Services, Inc., (hereinafter the "Contractor") shall agree to the provisions listed within the State of New Hampshire's (hereinafter the "State") P-37, as well as the provisions amended within this Exhibit A regarding the purchase of property located at 148 John Stark Highway, Newport, NH 03773, (hereinafter the "Property").

A.1. Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:

5.5 As applicable, based on Federal participation ratios, the amount of Federal funds paid by the State to the Contractor shall not exceed the allowable costs outlined in Exhibit C. State Capital funds are identified in Exhibit C and represent a maximum of 50% of the non-Federal match required for the real property purchase only. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.

5.6 The Contractor shall submit a request for payment to the State on a form specified by the State together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200. No requests for advance payment will be accepted by the State.

5.7 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.

5.8 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount subject to other provisions of this Agreement.

5.9 Final Payment: Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment (i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.

A.2. Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:

6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause:

- 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race; color, age, creed, sex, or national origin.
- 6.6 The provisions of 2 CFR 200 shall apply to the local administration of this agreement and any subcontracts under this agreement.
- 6.7 The Contractor shall comply with the provisions outlined in the FTA's Annual Certifications and Assurances, Master Agreements, Federal Circulars, Federal Clauses, and all other applicable federal laws.

A.3. Amend P-37 Section 9. "TERMINATION" by adding the following:

- 9.3 The termination report must be accepted by the State and the Federal Transit Administration (FTA) before final payment.
- 9.4 Termination; Liability. In the event of termination under Section 9.2 and 9.3 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including a refund of any federal funds required by FTA.
- 9.4 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.

A.4. Amend P-37 Section 10.

"DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:

- 10.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
 - a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
 - b) As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, subrecipient, or third party contractor purchases ownership with Federal assistance.
 - c) The Contractor shall store data in a manner and duration as may be prescribed from time to time by federal regulation.

10.5. FTA intends to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights outlined in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor, or subcontractor its license in the copyright to the data derived under this Agreement or a copy of the data first produced under this Agreement.

10.6. The Contractor shall indemnify, save and hold harmless the State and the United States, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

10.7. Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.

10.8. Sections 9.4, 9.5, and 9.6 above do not apply to material furnished to the Contractor by the State or the United States and incorporated in the work furnished under the agreement, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

10.9. In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.

A.5. Amend P-37 Section 12: "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:

12.3. The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor, provided however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits, or approvals required for the performance of contract services.

12.4. FTA Flow Down Requirement. The Contractor shall give the State Contract Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under this Agreement as outlined in Section 39 (b) Flow Down Requirement of the Federal Transit Administration's Master Agreement, as amended.

A.6. Amend P-37 Section 17: "AMENDMENT" by adding the following:

21. The Contractor may amend the contract in writing, to be approved by Governor and Executive Council, and with the concurrence of applicable Federal Transit

Administration (FTA) requirements.

A.7. Amend P-37 by adding "DEFINITIONS" as Section 25:

25.1 DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit A and which satisfy the requirements of 2 CFR 200.

DISPOSITION: The settlement of the federal interest in project property that is no longer needed for the originally authorized purpose.

EQUIPMENT: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

FACILITIES: Facilities mean all or any portion of a building or structure that is used in providing public transportation, including related roads, walks, parking lots, and parking facilities.

FTA: U.S. Department of Transportation, Federal Transit Administration

INCIDENTAL USE: Incidental use means the limited authorized non-transit use of project property acquired with FTA assistance.

NONEXPENDABLE PROPERTY: Tangible property having a useful life of more than one year and an acquisition cost of more than \$300 per unit. A State agency may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible property as defined herein. Per 2 CFR §271.2 Definitions.

PROJECT APPLICATION: The narrative, charts, figures, and/or maps submitted to the State detailing the scope of the public transportation program of the Contract as modified and approved by the State.

REAL PROPERTY: Real property is land and anything permanently affixed to the land, such as buildings, fences, and those things attached to the buildings that, if removed, would deface the structure or integrality of the building, such as plumbing, heating fixtures, etc.

STATE: The State of New Hampshire, acting through the Department of Transportation, Bureau of Rail and Transit.

STATE OF GOOD REPAIR: State of Good Repair means that condition in which a capital asset is able to operate at a full level of performance.

UNIFORM ACT/ UNIFORM RELOCATION ACT (URA) Uniform Act or Uniform Relocation Act refers to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq. This act also is referred to with the abbreviation URA per the regulations codified at 49 CFR part 24. All real estate acquisition and relocation assistance undertaken with federal assistance must be compliant with this act and its implementing regulations at 49 CFR part 24.

USEFUL LIFE: Useful life, per FTA Circular 5010/E, means the minimum acceptable period a capital asset purchased with FTA funds should be used in service. Capital assets purchased with FTA funds may frequently be used beyond their minimum useful lives without being considered part of a grantee's state of good repair backlog. The minimum useful life for rolling stock is calculated based on the date the vehicle is placed in revenue service and continues until it is removed from service. Note: Land does not depreciate and does not have a useful life. However, constructions, buildings, and improvements occupying the land do have useful lives.

A.8. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

26.1 **Ledgers:** As applicable, the Contractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month, that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.

26.2 **Accounts Receivable:** As applicable, the Contractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, the Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. The Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.

26.3 **Payables:** As applicable, the Contractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager or designee. Immediately upon payment, the Contractor shall make entries to the appropriate ledger sheets documenting payment. (the contractor shall identify a Contract

Manager):

- 26.4. **Voucher and Receipt Register.** As applicable, the Contractor shall establish and maintain two registers that will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
- 26.5. **Check Register.** As applicable, the Contractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.
- 26.6. **Reimbursements.** As applicable, the Contractor shall submit a description of Contract activities, in a format as required by the State. The Contractor shall agree to provide information in addition to the monthly narrative at such times and such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.
- 26.7. **Maintenance of Records.** As applicable, the Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, a final resolution shall rest with the State.
- 26.8. **Audits and Inspections.** As applicable, between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of the resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
- 26.9. **Independent Audit:** As applicable, the Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
- 26.9.1 In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
- A.9. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:

- 27.1 **REAL PROPERTY:** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor.
- 27.2 **PROPERTY ACQUISITION:** The Property must be acquired following the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA), 42 U.S.C. § 4601 et seq., and 49 CFR part 24, the implementing regulation.
- 27.3 **PROPERTY UTILIZATION:** The Property must be used and managed in accordance with the current FTA Master Agreement and subpart D of 2 CFR part 200, specifically § 200.311, 200.316, 200.329, 200.436 and 200.439.
- 27.4 **PROPERTY APPRAISAL:** The Contractor shall affirm that a property appraisal is conducted by a certified/licensed State Appraisal Board member as required by 49 CFR § 24.103 (d) (2). The appraisal will comply with the Uniform Act, 49 CFR part 24 relating to subpart B—Real Property Acquisitions.
- 27.5 **PROPERTY TITLE/DEED:** The Title/Deed to the Property is vested in the Contractor. The Contractor agrees to include a covenant in the title of the Property acquired for use under the Award that assures non-discrimination during the useful life of the Property.
- 27.6 **USEFUL LIFE:** The useful life of the Property is 40 years as detailed in the FTA Circular 5010.1E on page IV-26, § (f), revised on July 16, 2018, and as amended.
- 27.7 **CONTRACTOR AGREEMENTS:** The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, sub-agreements, grant anticipation note, alienation, innovative finance arrangement, or any other obligation pertaining to the Property without written State approval.
- 27.8 **PROPERTY USE:** The Property must be used for the originally authorized purpose as long as needed for that purpose. The Contractor must not dispose of, modify the use of, or encumber its title or other interests in the Property without the written consent of the State. The Contractor is required to use the Property continuously and appropriately throughout the useful life of the Property. The Contractor may be required to return the entire amount of federal assistance spent on the Award or the Property thereunder if, during the useful life, the Contractor has unreasonably delayed or failed to use the Property for its originally intended purpose. The Contractor is also required to notify the State before the Property is removed from the service originally intended at the time of approval of the Award and if the Property is put to additional or substitute uses.
- 27.9 **PROPERTY MAINTENANCE:** The Property must be appropriately maintained. A description of the improvements, expansions, retrofits, and maintenance of the Property must be properly documented in the real property inventory.
- 27.10 **REAL PROPERTY INVENTORY:** The Contractor must submit an annual Property inventory/Condition Assessment in a format specified by the State in accordance with 2

CFR 200.329.

27.11 **INCIDENTAL USE:** The Contractor shall not allow incidental use of the Property without written approval from the State.

27.11.1 Allowing incidental use will require the Contractor to meet additional FTA and State requirements.

27.12 **OTHER EQUIPMENT:** As applicable, all other equipment with a cost in excess of five hundred (\$500) per unit purchased by the Contractor is subject to the prior approval of the State. The State reserves the right to amend the dollar threshold within the scope of this contract.

27.13 **TERMINATION:** In the event that this agreement is terminated, all project equipment and property become the property of the State and it is understood and agreed that legal title to such equipment and property shall be transferred to the State as soon as feasible. Project equipment/property will be disposed of in accordance with FTA Circulars 5010.1E and 9040.1G, as amended, and the State Management Plan.

27.14 **DISPOSITION:** In the event that the Property is no longer needed for any transit purpose, the Contractor will request disposition instructions from the State.

27.14.1 The State agrees to execute an Estoppel Certificate upon request of the Contractor.

A.10. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:

28.1 **EQUIPMENT CERTIFICATION:** As applicable, the Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by each year by June 30th.

A.11. Amend P-37 by adding "CONTRACTOR REPRESENTATIONS" as section 29:

29.1 **CONTRACTOR REPRESENTATIONS:** Contractor warrants that with respect to the services to be performed, it has obtained all licenses, permits, or approvals which are required by any law, order, or regulation of any authority, state or federal, or which may be necessary for the performance of the Services hereunder. The Contractor warrants that all personnel engaged in the services shall be qualified to perform such services and shall be properly licensed and authorized to perform such services under all applicable laws.

A.12. Amend P-37 by adding "LABOR PROVISIONS" as section 30:

30.1 **LABOR PROVISIONS:** The Contractor agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 533(b) of 49 USC 53 or as amended, incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit A.

A.13. Amend P-37 by adding "PATENT RIGHTS" as section 31:

31.1 PATENT RIGHTS. If an invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Contractor and the State with respect to such invention, improvement or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

A.14. Amend P-37 by adding "BROKERAGE REPRESENTATION" as section 32:

32.1 BROKERAGE REPRESENTATION. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

Rev 12/17/2021

SOUTHWESTERN COMMUNITY SERVICES, INC.
EXHIBIT B
SCOPE OF SERVICES

The Contractor, Southwestern Community Services, Inc., (hereinafter the "Contractor") will procure the following capital items for use in accordance with requirements associated with the following terms and conditions applying to all of the Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities program funded project(s) and service(s) pursuant to this agreement.

- I. The Contractor shall complete the acquisition for the land and anything permanently affixed to the land such as, but not limited to, the building(s) and fences on 5.17 acres, located at 148 John Stark Highway in Newport, NH 03773, (hereinafter the "Property"). The Property, formerly an automobile body repair facility, is currently vacant. The Contractor shall repurpose the property into a transit facility to be used by Southwestern Community Services to operate its Sullivan County Transportation Program.
 - a. **TITLE SEARCH:** The Contractor attests that a title search has been conducted on the Property and that the Contractor is able to obtain a deed that is free and clear of all liens and encumbrances.
 - b. **DEED:** The Contractor agrees to hold title to the Property and to dispose of the Property only with permission of the State and in accordance with Federal Transit Administration and State regulations.
 - c. **CONTRACTOR AGREEMENTS:** The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, sub-agreements, grant anticipation note, alienation, innovative finance arrangement, or any other obligation pertaining to the Property without written State approval.
 - d. **OTHER EQUIPMENT:** As applicable, all other equipment with a cost in excess of five hundred (\$500) per unit purchased by the Contractor is subject to the prior approval of the State, as amended.
 - e. **PROJECT OVERSIGHT OF PROPERTY ACQUISITION:** The State's stewardship of an Award includes various strategies, and in some cases involves the application of risk management techniques. Based on various conditions including dollar thresholds and the complexity of the Property's acquisition the State may require the submission of all transactions meeting certain criteria for prior approval. The State may also conduct a process or transactional review at any time during or after implementation of the real estate acquisition program to ensure compliance with all applicable FTA and State governing laws and regulations.
 - 1.1 Upon request by the State, the Contractor shall provide to the State within ninety (90) days of the effective contract date, a work plan that outlines the process and steps involved in the renovation phase of the project.

ENERGY CONSERVATION: The Contractor agrees to comply with applicable energy efficiency standards and policies (issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.*) The Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 part 622, subpart C.

2. The Contractor will complete a Site Improvement Plan to be submitted for approval to the Newport, New Hampshire planning board. The Contract will issue requests for proposals (RFP's) in seeking appropriate professionals in the fields of architectural, engineering, project, and construction management to complete the Site Plan.

a. PROFESSIONAL SERVICES: The Contractor will ensure that professional services other than architectural and engineering services are obtained through scaled bids, competitive proposals, or (as the contract value warrants) small purchase or micro-purchase procedures in accordance with FTA procurement requirements.

b. DESIGN AND CONSTRUCTION OF FACILITIES: The Contractor shall consult FTA's Web site to review the "Project and Construction Management Guidelines" and the "Construction Project Management Handbook" for guidance on the development and management of construction Awards. These two resources can be found at <https://www.transit.dot.gov/funding/grant-programs/capital-investments/project-and-construction-management-guidelines>.

c. ARCHITECTURAL AND ENGINEERING SERVICES (A&E): The Contractor will follow FTA Circular 4220.1F, as amended, which requires the procurement of Architect and Engineer Services (A&E) be in accordance with the "qualifications-based procurement methods" of the Brooks Act as defined in 40 U.S.C. Section 1102 and 49 U.S.C. Section 5325 (b), as amended. Services considered A&E include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services that require performance by a registered or licensed architect or engineer.

3. The Contractor shall comply with the provisions outlined in the FTA's Annual Certifications and Assurances, Master Agreements, Federal Circulars, Federal Clauses, and all other applicable federal laws.

SOUTHWESTERN COMMUNITY SERVICES INC.
EXHIBIT C
BUDGET

- I. The Contract price, as defined in Section 1.8 of the General Provisions, are Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities Program and State Capital Funds eligible project costs. FTA and State funds are granted as follows:

SFY 2022 Funding	Total Project Costs	Federal (FTA 5339)	Local (Agency)
Property Acquisition	\$225,000	\$200,000	\$25,000
Site Plan Approval	\$25,000	\$20,000	\$5,000
Total Project Costs	\$250,000	\$220,000	\$30,000
Total Contract Funds		\$220,000	

- a. Funds are contingent upon Federal and State appropriations.
 - b. As applicable, State Capital funds are contingent upon the Contractor's acceptance of any State requirements associated with their utilization.
- II. The Contractor may seek reimbursement for these funds by submitting two requests for payment, as follows:
- a. For the acquisition of the Property, after the closing and;
 - b. For the completion of the Site Plan approval.
- III. The invoice(s) must include verification of source(s) of matching funds.
- IV. The Contractor will furnish the State with copies of documents pertaining to the purchase of the Property including the title search, bill of sale, deed, and other related documentation.
- V. At the sole discretion of the State, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.

SOUTHWESTERN COMMUNITY SERVICES, INC.

EXHIBIT D

CATEGORICAL CHECKLIST INFORMATION

**148 John Stark Highway
Newport, NH**

Date: **May/June 2021**
Grant Applicant: **Southwestern Community Services (SCS)**
Project Name: **Sullivan County Transit Facility**

A. Detailed Project Description:

This project will result in the repurposing the subject property from its current use as an Automobile Body Repair facility to a facility that will serve as a Transit Facility for use by Southwestern Community Services (SCS) Sullivan County Transportation Program (SCTP). Some combination of rehabilitation, demolition and new construction of the existing 3,738 SF building and on the property is anticipated. Southwestern Community Services will hold title to the property. Site improvements are estimated at \$317,500; building costs are estimated to be \$753,500; acquisition will be \$245,000 and \$25,000 is expected to be needed to secure Site Plan approval from the Newport, NH Planning Board. Total costs are estimated to be \$1,440,980. The property is not useable in its current state. The doors are not large enough to accommodate our agencies buses. HVAC and electrical systems will also need to be replaced. Renovations will need to be completed prior to the building being available for use. Procurement of appropriate professionals (e.g. Architect/Engineering & Construction Management) as well as the upgrade to the property and building is expected to take at least twelve months after acquisition.

Ultimately, the goal is to create a facility that can serve the program's needs as well as securely store the program's vehicles both within and outside of the building. The current vehicle fleet stands at seven vehicles with two additional vehicles expected to be delivered later this year. The intention is to have the majority of the fleet under cover, either inside the facility or within exterior structures during winter storm event.

A typical day sees morning drivers arrive between 6 and 7:30 AM, complete pre-trip inspections of their buses and start their respective routes. The Transit Director generally arrives at the facility between 7 and 8:00 AM, with the afternoon dispatcher arriving at 9:00 AM. Afternoon drivers arrive between 11:15 AM and 12:00 PM and drivers for each route are switched with all buses back on the road by 12:30 PM. Afternoon buses return between 4:00 and 4:45 PM and all staff are generally out by 5:30 PM. Additional drivers will utilize the facility as we introduce our Lebanon, NH routes over the coming year. The program currently has six public transit vehicles in its fleet. These will all be stored on site. That number may increase to as many as ten by the end of 2021.

Customers and Volunteer Drivers drop off paperwork or meet with staff several times per day. The Transit Director may come and go as needed for program activities as well. All dispatching for Dial-A-Ride or the Volunteer Driver programs will be done from this site. Two-way radios are used to communicate with the drivers.

The proposed site is ideally suited as it already has two deeded curb cuts onto the John Stark Highway/Route 103. Buses will be able to enter and exit the property without having to reverse course. Office space for the program's administrative and dispatch staff as well as its drivers is also planned. A small handicapped-accessible area to serve riders awaiting bus service is also planned as are handicapped accessible bathrooms. An estimate of building costs has been provided and is attached, by Ms. Katie Sutherland of KCS Architects (see Attachment 1).

Plans for the exterior of this property and 5+ acre site includes minimal excavation, site grading, new building perimeter drains, new entrance culverts, lighting, dumpster pad & enclosure, asphalt paving, loaming and seeding, etc. Most of the property's land being planned for this facility is already cleared of trees. There will be no cutting of trees required in the development of this site. The site will be re-graded, as needed to maintain proper storm drainage. An estimate of these costs has been provided by Mr. Rob Hitchcock, of SVE Associates, a civil engineering firm with a Keene, NH office. This estimate has been provided with this report in Attachment 1 as well.

The building will be retrofitted to house at least six buses. Secure exterior storage will also be created to house up to another six vehicles. This is planned to be achieved by adding a "carport-like" structure to the exterior of the building. Existing garage door openings will be enlarged or rebuilt to accommodate the largest buses that the program currently uses. The building's insulation, roof and exterior siding will be upgraded to current energy efficiency standards. Areas will be created for minor maintenance work (tire rotation, oil changes, bus washing, etc.) on the program's vehicles. Secure area(s) will be created for the storage for equipment, tools, supplies, etc.). The current roof will be repaired, where possible, and new roofing will be installed where necessary. Windows will be replaced with new, energy efficient units. The existing concrete flooring will be assessed and repaired/upgraded where necessary. An exterior pad will be poured to accommodate an outdoor vehicle storage facility.

The existing wood and steel framing will be modified and improved, as necessary. New wall framing, both interior and exterior will be completed. All of the building's doors and door hardware will be replaced and upgraded with the goal of creating maximum energy efficiency with proper accessibility features (e.g. size, hardware, etc.). We are planning to create handicapped accessible office space and bathroom areas for staff (e.g. Director, Mobility Manager, Dispatchers, drivers) and the general public. A kitchenette with sinks, appliances, counter area, cabinetry, tables, chairs, etc. to support staff will be created. The HVAC system will be completely replaced. SCS will work with its Weatherization Program to assist with designing a state-of-the-art heating and cooling as well as ventilation systems. All interior plumbing will be replaced or upgraded. Full site security cameras and equipment will be installed.

SCS, as part of this project, plans to create a small number of available parking spaces to be used as a park and ride feature as SCS will soon initiate service to the Lebanon, NH area. Also, SCS is planning to install a small number of electric-vehicle charging stations to serve the vehicles expected to be used by the program in the foreseeable future.

B. Location (including Address):

148 John Stark Highway (Route 103)
Newport, NH 03773
Town of Newport Tax Map 116; Lot 16

Neighborhood Description, Street Scene photographs, Property Description, Newport Tax Map & Site Plan are attached (see Attachment 2).

C. Metropolitan Planning and Air Quality Conformity:

Not Applicable.

D. Zoning

Current zoning of the 5.17-acre parcel is mixed. Approximately 1.5 acres of the parcel, the portion of the property bordering Route 103/John Stark Highway is currently zoned "Single-Family Residential", while the rear and bulk of the acreage is zoned "Rural". Ms. Christine Donovan, the Town of Newport's Planning and Zoning Director has confirmed, in writing, that SCS' current plan to re-purpose the property to a transit facility described above conforms to current zoning and is an "allowable use" of the property. A copy of Ms. Donovan's letter is attached (see Attachment 9). No zoning relief will be necessary. SCS is planning to submit a full Site Plan Review application to the Town of Newport's Planning Board once the property's Environmental Review process is completed. The site's current owners built the existing auto body shop in phases over the past forty-five years. Prior to this, the land was vacant and had never been developed.

E. Traffic Impacts

Traffic impacts from the intended use of this property as a Transit Facility are expected to be minimal. The subject property is located at 148 John Stark Highway (State Route 103) in Newport, NH. Traffic counts provided by the Upper Valley Lake Sunapee Regional Planning Commission (UVALSRPC) show that 10,900 vehicles travel past this property daily. Traffic data report from the UVALSRPC is attached (see Attachment 3).

SCS expects that this facility would add thirty to forty vehicle trips per day onto or exiting the property. This would be less than a 4/10's of 1% increase. On most days, a typical bus vehicle leaves the facility at the beginning of a business day and does not return until the end of that day. Dispatch activities, coordinated by two-way radios, are used to guide the buses as they provide public transportation services throughout Sullivan county.

Currently, the number of office/administrative staff number only three. They too, typically enter and exit the site only once per day. Presuming that the Stanley's business, Tiff's Classic Auto, created some number of trips onto and off the subject site on any given business day, the resulting increase in vehicular traffic onto and off the site on any given business day would likely be minimal.

F. CO Hot Spots

Not Applicable.

G. Historic Resources

A check of the NH Division of Historical Resources (NH DHR) Enhanced Mapping & Management Information Tool (EMMIT) does not identify the project site to be in the DHR database as a historical site, building or property. Screen shot of the property from the EMMIT database shows two historically important properties, noted by the green squares, is provided (see Attachment 4).

Neither the subject property nor the building is identified in this database as being historically significant. The only structure on the property is a former auto body repair facility originally built by the current owner approximately forty-five years ago. Further, a review of both the NH DHR database as well as the Town of Newport's website does not show the property to be located in any local Historical Districts.

H. Noise:

None of the construction or operational activities planned would produce any noise levels beyond what is typically experienced in that neighborhood and area of Newport.

I. Vibration:

Not Applicable

J. Acquisitions & Relocations Required:

The subject property's owners have been in communication with SCS staff since late 2020. The owners, Carolyn and Gordon Stanley, have both retired and re-located to a home in Grand Lake Colorado. The building is completely vacant. The custom auto body repair business that had operated out of the subject property has been closed and is no longer operational. The property has not been listed for sale in the NH MLS. The expectation is that this would be a "private sale" between SCS and the Stanley's with no real estate broker or agent involved.

SCS has a completed commercial appraisal in hand that supports the agreed upon price of \$245,000 for the property. Excerpts from the Commercial Appraisal are included. No acquisition of the property has occurred. No relocation of individuals or business(es) are required.

K. Hazardous Materials:

No obvious hazardous material(s) currently exist on the subject property beyond #2 Fuel Oil, stored in a tank manufactured for that purpose. All materials used in the former auto body business, including paint, primer, oil, gasoline or other solvents have been completely removed from the subject site. No hazardous materials beyond #2 Fuel Oil and motor oil will be stored or utilized on site during the normal course of business for the proposed Transit Facility. A full Phase One Environmental Site Assessment Report will be commissioned during the site plan preparation process. Any concerns noted in the Phase One Report will be addressed during the development process.

L. Community Disruption & Environmental Justice Analysis:

This facility is intended to serve the Sullivan County Transportation program, the public transit program that operates throughout Sullivan County. The program will soon begin providing service to the Lebanon, NH area of lower Grafton County. In addition, Sullivan County borders Cheshire County to the south and Vermont to the west. Sullivan County is the home to just over 43,000 people and is rural in nature. Over 22% of the county is over age 65 and is largely White (94+) and non-Hispanic/Latino. Over 10% of the county lives below the federal poverty line. Most recent HUD statistics reports the Median Household Income (MHI) of Sullivan County to be \$77,500. NH's State Median Income is currently \$98,200. As such, Sullivan County's MHI is over 20% lower than the state average. Only Coos County has a lower MHI (\$63,700) than Sullivan County. The Sullivan County Transit program is critical to many scores of Sullivan County citizens. It provides vital transportation services, often to a very frail population. Southwestern Community Services assumed the reins of this program in late 2017, several months after the former administrator ceased providing the service. Having little time to prepare for the administration of this program, the agency found a few hundred square feet of open office space at its Milestones facility on the Charlestown Road south of downtown Claremont. There was very little exterior space for the bus fleet. All buses are currently stored outside 247/365. Regardless of the physical needs of the program, SCS has

managed to succeed and grow the program as it operates out of this cramped and inappropriate space. The desire to develop a proper county transit facility really began in late 2017, it just needed to be put a bit further down the list. At that time, SGS has absolutely no transit experience, but had a strong desire to serve those that relied on the public transit program for basic health and safety reasons.

It was determined internally that, given the population centers served by the program, the ideal location for a facility should be at a location between the City of Claremont and the Town of Newport. Claremont is the largest municipality in Sullivan County with approximately 13,500 residents while Newport, the County Seat, is the second largest community with just over 6,500 inhabitants. Several years ago, program and senior staff began looking at potential sites, focusing its search on State Route 103, the John Stark Highway, which is the primary connecting road between Claremont and Newport. After diligently touring, inspecting and investigating a number of properties, using local realtors, SGS staff came upon the property located at 148 John Stark Highway in Newport.

The owner of the property had operated Tiff's Classic Auto, an auto body and restoration shop on the property for over forty-five years. Tiff and his wife Carolyn Stanley had recently retired and had already sold most of their property in the area. This particular property was "For Sale by Owner". The Stanley's have since moved to Colorado to be closer to family. Out of the properties investigated by SGS the Stanley's property was, by far, the best suited for re-purposing to a transit facility. With over five acres of land and two decent entrances from John Stark Highway, staff felt strongly that the agency should pursue this property for development into a county transit facility. The property remains owned by the Stanley's. However, they are looking forward to working with us should the property prove to be appropriate for redevelopment.

Sullivan County Transportation has been in the process of updating our Title VI Plan through our regular compliance review with NHDOT. The last revision had been done in 2017. Attached is a recently completed Equity Analysis completed by RLS Associates.

We completed a demographic survey as well as a rider survey as part of the current update but did not complete one specific to moving the administrative offices. This is addressed in the attached Equity Analysis (See Attachment 10). The bus routes and services will remain the same, albeit enhanced with the pending Lebanon route.

None of the activities (e.g. property acquisition, site development & building construction) anticipated by this effort are intended to disrupt the local community in any way. Activities associated with this facility development will not disrupt traffic, cause any delays or interruptions of utilities (water, sewer, power, etc.) or otherwise inconvenience the neighborhood, municipality or region. Local officials (police, fire, code, planning, assessing, etc.) will be apprised of our planned and ongoing activities.

The intended use of this property as a Public Transit facility serving Sullivan County, and beyond, squarely meets the Objectives contained in Goal #3 of the U.S. Dept. of Energy's Environmental Justice Strategy (see Attachment 5). This goal reads as follows:

Goal 3: Minimize Climate Change Impacts on Vulnerable Populations

Objective 1: Implement Department of Energy's responsibilities under the President's Climate Action Plan to address the needs of vulnerable populations

Objective 2: Minimize the impacts of climate change on vulnerable populations by conducting discovery-focused research with other research organizations to increase our understanding of matter, materials, and their properties

Objective 3: Reduce the Department's greenhouse gas emissions while adapting DOE's programs and operations for enhanced climate change resiliency

Objective 4: Ensure continued engagement of local communities and stakeholders in the beneficial reuse process.

The Sullivan County Transportation Program (SCTP)'s primary purpose is to assist senior, handicapped, disabled and economically-disadvantaged citizens to access assistance with basic needs, such as employment opportunities, medical services, access to food and other necessities, public services, etc. The very nature of public transportation is to positively affect the environment by reducing the number of vehicles on area roads.

SCTP will soon be instituting daily bus service from both Claremont and Newport, NH to Lebanon, NH in southern Grafton County. The goal of this service is to provide a transportation link to available jobs located in the Lebanon area while similarly exposing inhabitants of the Hanover/Lebanon area to the relatively affordable housing opportunities that are evident in Sullivan County. Provision and facilitation of Environmental Justice is a cornerstone of the Sullivan County Transit Company's purpose.

M. Use of Public Parks, Wildlife Refuges & Historic Buildings:

This effort will not affect or otherwise impact any Public Parks, Wildlife Refuges or Historic Buildings. None of these are located on or adjacent to the subject property.

N. Impacts on Wetlands:

This effort has no affect upon wetlands. There are no wetlands located within 1000' feet of the subject property. An image from the U.S. Fish and Wildlife Services' National Wetlands Inventory (see Attachment 6) shows no wetlands on the subject property. The only two wetlands in the immediate area are located on other sites and are over 1000' feet away from the subject property.

O. Floodplain Impacts:

The subject property is designated by FEMA to be located in an "Area of Minimal Flood Hazard" (see Attachment 7). Copy of a FEMA map showing the property location with this designation is attached. No impacts upon any floodplain would result from the implementation of this project.

P. Impacts on Water Quality, navigable Waterways & Coastal Zones:

Not Applicable.

Q. Impacts on Ecologically Sensitive Areas and Endangered Species:

A search of the U.S. Fish and Wildlife Services' Endangered Species website shows no Endangered Species to be located on or near the subject property. Further, it does not show the subject property to contain any Ecologically sensitive areas. A list of endangered or threatened species believed to, or have known to occur, in New Hampshire is attached (see Attachment 8). This list was generated by the U.S. Fish and Wildlife

Service and obtained from its ECOS (Environmental Conservation Online System). There is no evidence that any of these thirteen species are evident on, or anywhere nearby, the subject property.

R. Impacts on Safety & Security

The re-purposing of this property from an auto body repair facility to a Transit Facility will have no impacts upon local or regional safety or security. The new facility will include both interior and exterior areas for the storage of vehicles, supplies and equipment. Exterior storage will either be in small, locked outbuildings or within fenced-in, locked and covered structures. Commercial grade on-site LED lighting will be used to illuminate the site providing added safety and security. The program will also use interior and exterior cameras for additional security and safety. The intended use as a country transit facility is not expected to produce any safety or security issues for the neighborhood, municipality or region.

S. Impacts Caused by Construction

General Contractor will utilize best practices to avoid any potential impacts caused by construction related activities. At a minimum, the contractor will be responsible, at a minimum, for the following:

- Minimize delay on all roads. The CIMS is to include a review of traffic volumes and a plan with truck traffic restricted during peak times.
- Minimize interference or obstruction of pedestrian, bicycle, or vehicular traffic on all municipal roads and trails.
- Accommodate pedestrians with routing and signage.
- Make provisions for transit impact and mitigation plan (if required).
- Accommodate cyclists with routing and signage.
- Address silt/dust control and cleaning from adjacent streets.
- Make provisions for litter cleanup / street sweeping adjacent to site.
- Mitigate construction impacts such as noise.
- Provide effective communication with affected stakeholders.

kcs ARCHITECTS

310 MARLBORO STREET - 2nd floor, KEENE, NEW HAMPSHIRE 03431 (603) 439-6648, katie@kcs-architects.com

Southwestern Community Services - Newport / TIFF

Preliminary Cost Estimate for Grant Application Filing

Prepared by kcs ARCHITECTS, November 5, 2020

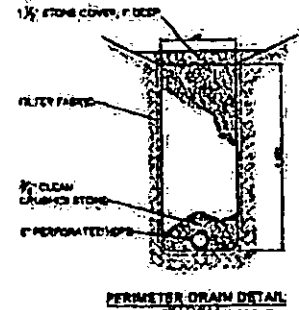
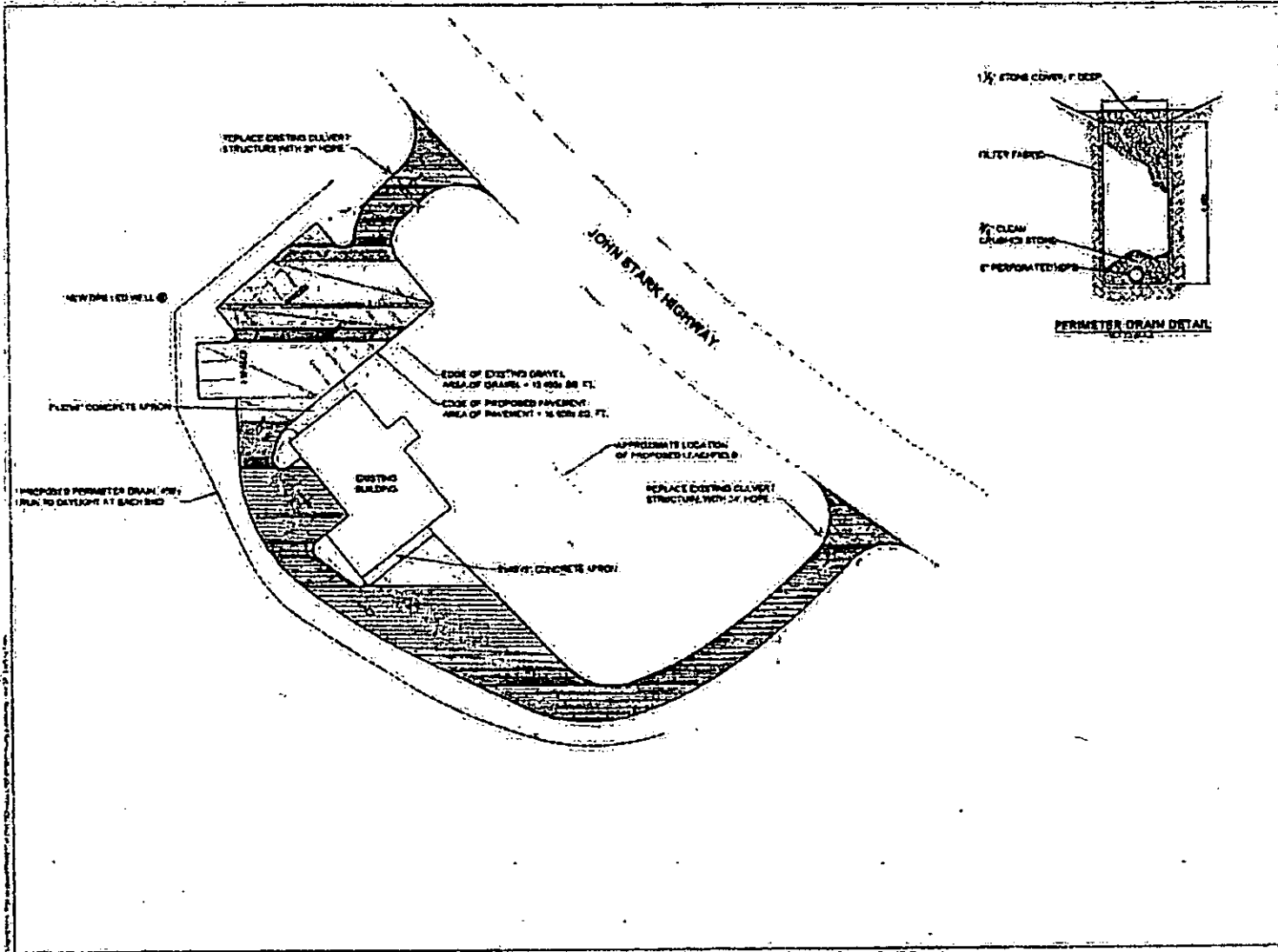
Work Item:	Budget
Mobilization & Duration	\$ 7,500.00
Selective Demolition	\$ 15,000.00
Concrete Work	\$ 20,000.00
Wood / Steel Framing - New and Modified	\$ 80,000.00
Insulation & Siding Upgrades	\$ 85,000.00
Roofing - New and Repaired	\$ 45,000.00
Windows - Replaced and New	\$ 22,500.00
Doors & Door Hardware - Replaced and New to meet Accessibility	\$ 80,000.00
Finishes and Cabinetry (Kitchenette, Lockers, Accessible Bath Vanities)	\$ 75,000.00
HVAC Upgrades (Heating / Cooling / Ventilating)	\$ 100,000.00
Plumbing (2 New accessible bathrooms & Kitchenette)	\$ 28,000.00
Electrical Upgrades and New Electrical	\$ 77,000.00
Contingency	\$ 50,000.00
Subtotal	\$ 685,000.00
Architecture / Engineering Full Services (10%)	\$ 68,500.00
Total Budget Cost	\$ 753,500.00

Southwestern Community Services - Newport/TIFF

Preliminary Cost Estimate for grant application filing

Prepared by SVE Associates, October 5, 2020

ITEM	UNIT	QUANTITY	UNIT COST	Budget	
Mobilization	LS	1	\$5,000	\$5,000	
Excavation and disposal of unknown gravels	CY	1000	\$10	\$10,000	16,500 x 1.5
Site grading	Days	5	\$2,500	\$12,500	(perimeter swale/misc)
Perimeter drain	LF	500	\$50	\$25,000	
New gravels, 18"	CY	1000	\$25	\$25,000	
Replace culvert at the entry/exit with 18" HDPE	Allow	2	\$5,000	\$10,000	
Concrete aprons	CY	12	\$400	\$4,800	(32+40)6 x .67
Site lights	Each	3	\$3,000	\$9,000	
New electrical service	Allowance	1	\$10,000	\$10,000	
New septic system with pump, complete	Allowance	1	\$30,000	\$25,000	best guess
Dumpster pad and enclosure	Each	1	\$12,000	\$12,000	per Rick w/ CBI
New well, complete with pump and pressure tank	Allowance	1	\$14,500	\$14,500	see Cushing email
Fine grade	SY	1800	\$2	\$3,600	
Asphalt pavement, 3.5"	Ton	400	\$85	\$34,000	
Loam and seed	LS	1	\$5,000	\$5,000	
Demobilization	LS	1	\$5,000	\$5,000	
Subtotal				\$210,400	
Survey, Design and Permitting				\$40,000	
Permit fees				\$2,000	
Construction Services				\$15,000	
Contingency, 20%				\$50,080	
Total Budget Cost				\$317,480	



DRAFT

NOT FOR CONSTRUCTION

SVE

Engineering
Planning
Landscape Architecture
Surveying

4168 Alexander
P.O. Box 14751
470 West Street Road
Burlington, VT 05402
T: 802.237.6901
F: 802.237.6721
www.sveinc.com

PRELIMINARY
SITE PLAN

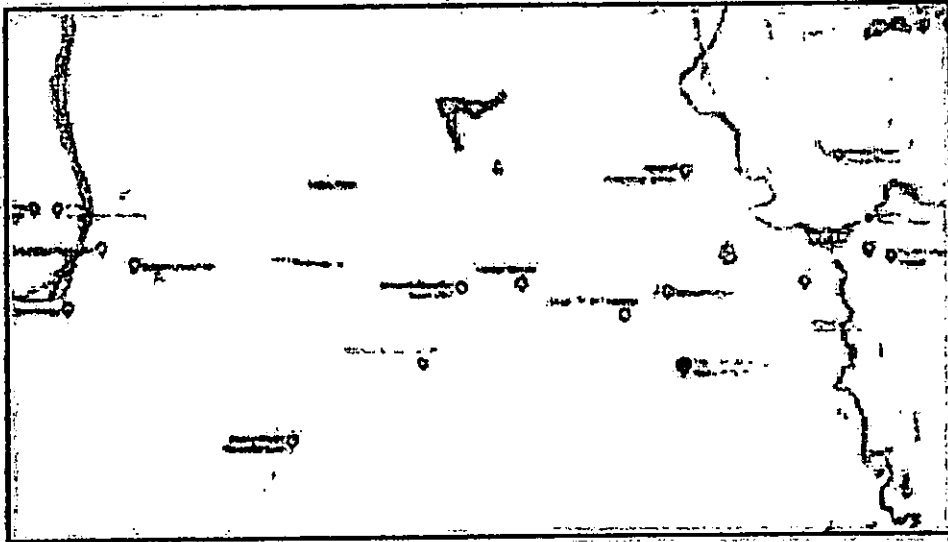
100 JOHN STARK HIGHWAY
BURLINGTON, VT



Attachment 2

Neighborhood

The subject's immediate neighborhood is considered to be John Stark Highway (Route 11/103) between downtown Newport and the Claremont line.



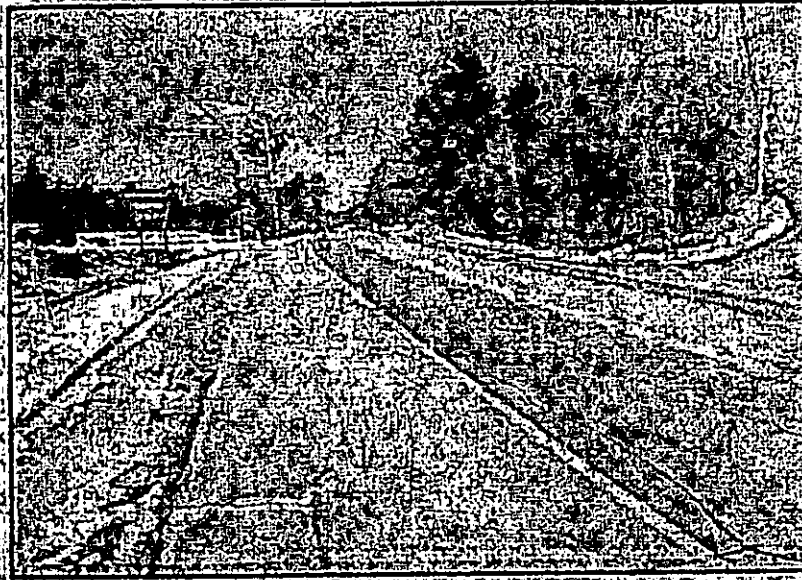
The subject is located a short distance from downtown in an area that is primarily single-family homes. Nearby to the west are a fireworks store and camper sales. To the east is a chiropractor's office and the local VFW. From there to Main Street are two commercial plazas with retail shops, a Shaws Supermarket, McDonalds and gas and convenience stores.

The town offices and headquarters of the police department as well as additional retail shops and services are located downtown, primarily along Main Street. There is a large common, several places of worship and the town library. Professional offices, full service restaurants and a variety of retail shops are also there. Mt Sunapee ski area and Lake Sunapee are east of Newport.

Uses in the neighborhood are complementary and considered stable overall.

Street Scene Pictures

John Stark Highway - Looking Westerly



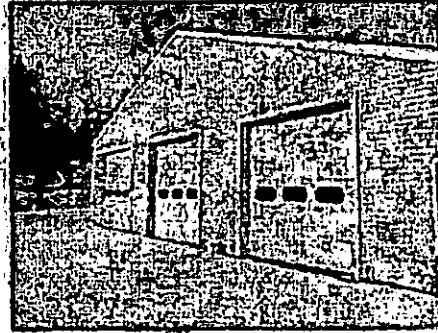
John Stark Highway - Looking Easterly



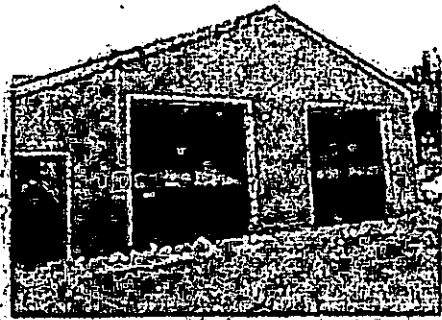
Building Front



East End



West End



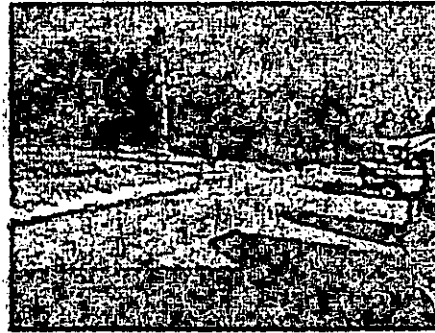
Rear



Driveway Behind Building



Driveway to Highway



Property Description - Site

SITE

Information Sources: Site visit, town tax card and the site plan.

Site Size: 5.17 acres on the south side of John Stark Highway (part of NH Rt. 11 and 103) across from Fourth Street and Knoll Street. Frontage is 478±' (deed) where a minimum of 200' is required. A gully runs along the road, assumed for water runoff. About two acres of the site is considered prime usable area. The remainder at the rear is wooded and slopes upward.

Utilities: Private well and septic system. Unknown details. Both are assumed operating without problems. Town water is available at the road.

Zoning: Residential 1.

Flood Zone: Zone X - not a flood hazard area. FEMA # 33019C0310E/5/23/2006

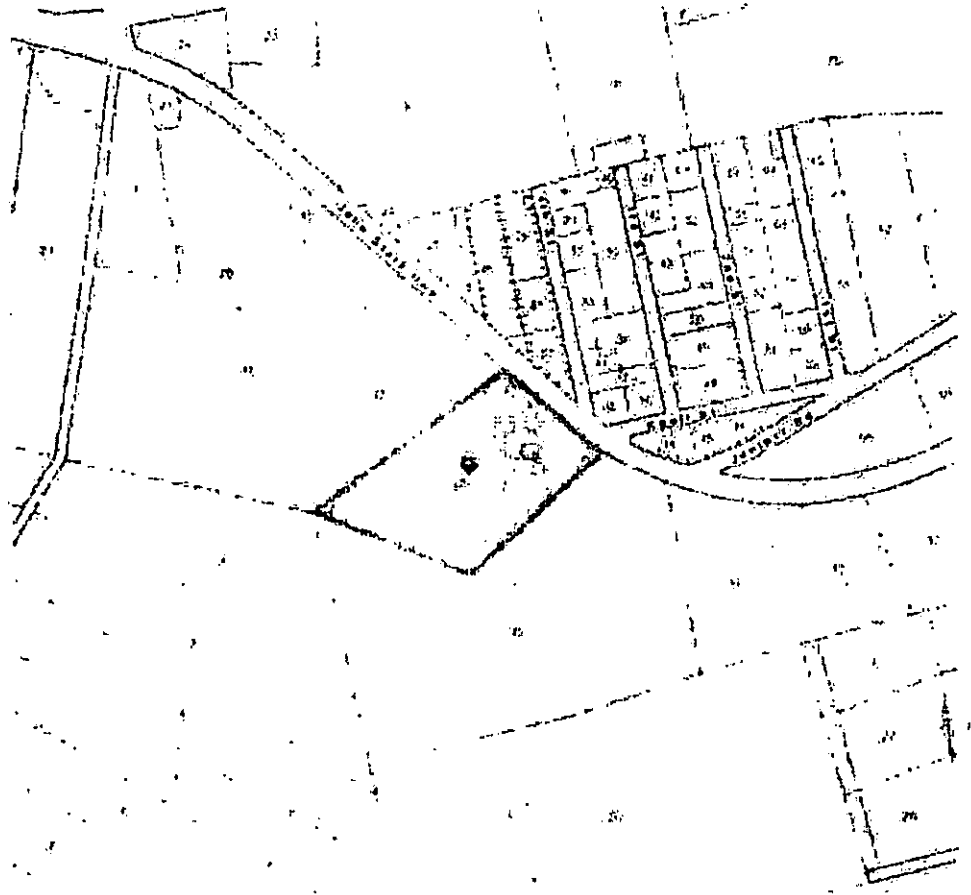


Easements: None noted.

Encroachments:

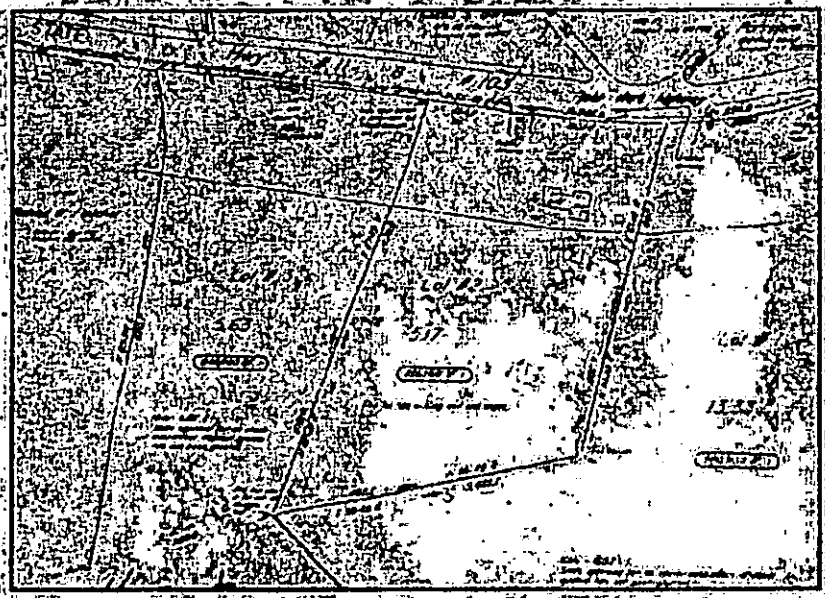
Other: The property had previously been used for vehicle repair and body work. It is assumed that there had been vehicles, equipment, tires, tools, fluids, chemicals and parts consistent with that use on the site and in the building. A general assumption is made in this appraisal that the site is clean and free of any leaks, spills, hazardous waste or other detrimental conditions that could have a negative impact on market value.

Newport Tax Map—Map 116 Lot 16



Site plan

The subject is Lot #2 on the map. The curb cut and driveway are located near the middle of the frontage. This map shows the front section of the lot where the building improvements are situated to be in the Residential 1 Zoning District. The rear of the parcel is in the Rural District.



Attachment 3



Upper Valley Lake Sunapee
Regional Planning Commission

Traffic Data for NH-11/103 in the Vicinity of 148 John Stark Highway, Newport, NH

Location	Count Year	AAVT (Annual Average Daily Traffic Volume)	Weekday AM Peak Hour Traffic (7:00 - 8:00 AM)	Weekday PM Peak Hour Traffic (4:00 - 5:00 PM)
NH-11/NH-103 (John Stark Hwy) West of Elm St (West Intersection)	2019	10,900	842 vehicles/hour	1,042 vehicles/hour
NH-11/NH-103 (John Stark Hwy) East of East Unity Rd	2017	10,500	792 vehicles/hour	1,031 vehicles/hour

Attachment 4

EMMIT: Enhanced Mapping & Management Information Tool

New Hampshire Division of Historical Resources

EMMIT

Enhanced Mapping & Management Information Tool

The guest view only has limited components, such as viewing features on the map.
For more robust functionality, please register as a subscriber.



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES



Map: Microsoft | Font: Helvetica, Georgia, etc.

Attachment 5

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Strategic Summary

Department of Energy's Four Environmental Justice Strategic Goals and Objectives

Goal 1: Fully Implement Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

- Objective 1:*** Increase capacity within our communities to ensure their early and meaningful involvement.
- Objective 2:*** Increase capacity within the Department of Energy to address environmental justice.
- Objective 3:*** Continue integrating the efforts of federal agencies to achieve environmental justice.
- Objective 4:*** Sustain a vibrant national dialogue on environmental justice.

Goal 2: Integrate Environmental Justice Into the National Environmental Policy Act Process

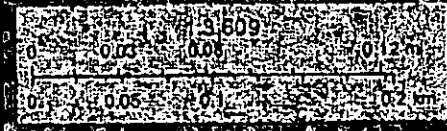
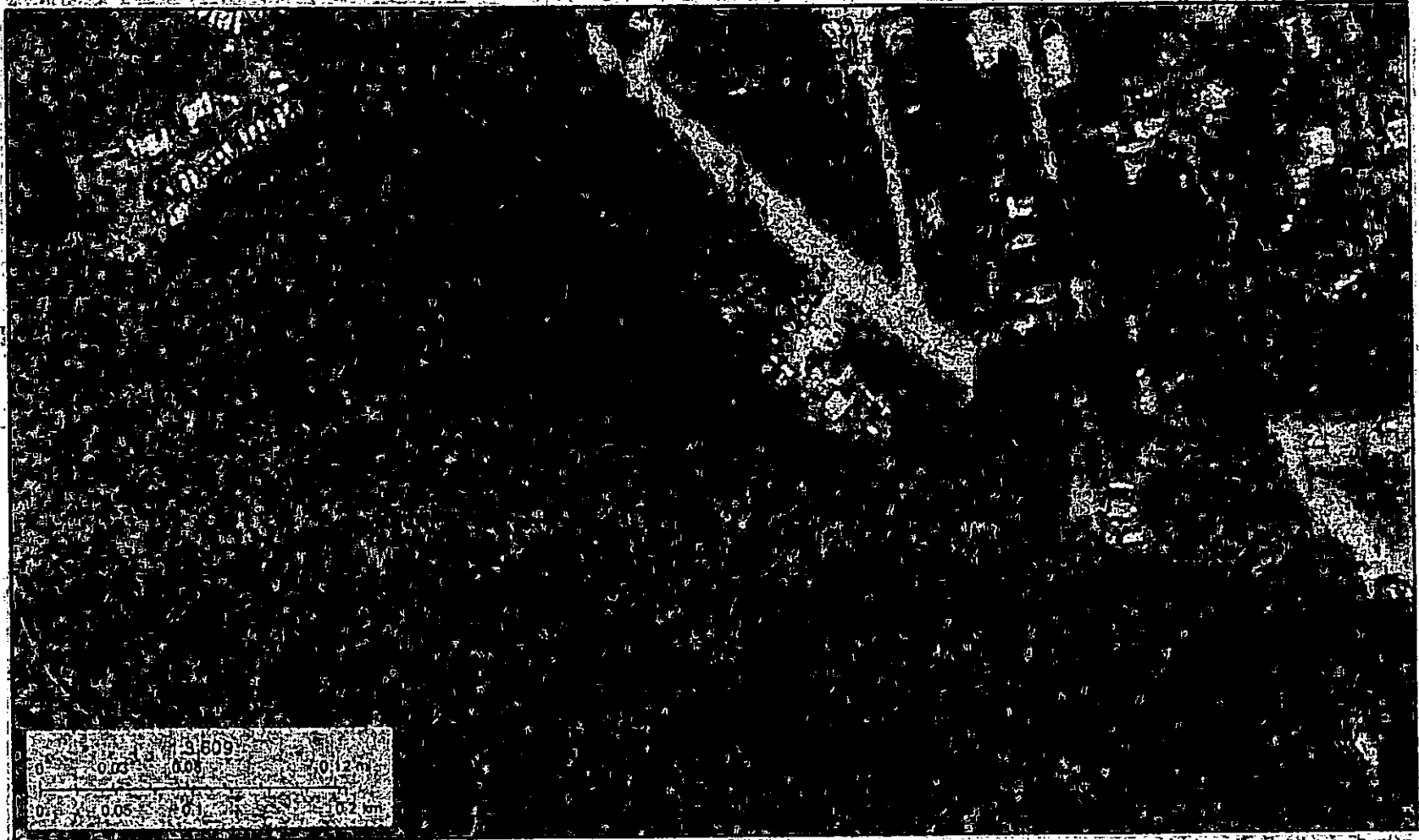
- Objective 1:*** Continue to update National Environmental Policy Act guidance to enhance relevant environmental justice guidance and principles, as appropriate.
- Objective 2:*** Strengthen federal efforts to integrate environmental justice and the National Environmental Policy Act.

Goal 3: Minimize Climate Change Impacts on Vulnerable Populations

- Objective 1:*** Implement Department of Energy's responsibilities under the President's Climate Action Plan to address the needs of vulnerable populations.
- Objective 2:*** Minimize the impacts of climate change on vulnerable populations by conducting discovery-focused research with Mo and other research organizations to increase our understanding of matter, materials, and their properties.
- Objective 3:*** Reduce the Department's greenhouse gas emissions while adapting DOE's programs and operations for enhanced climate change resiliency.
- Objective 4:*** Ensure continued engagement of local communities and stakeholders in the beneficial reuse process.











Attachment 6



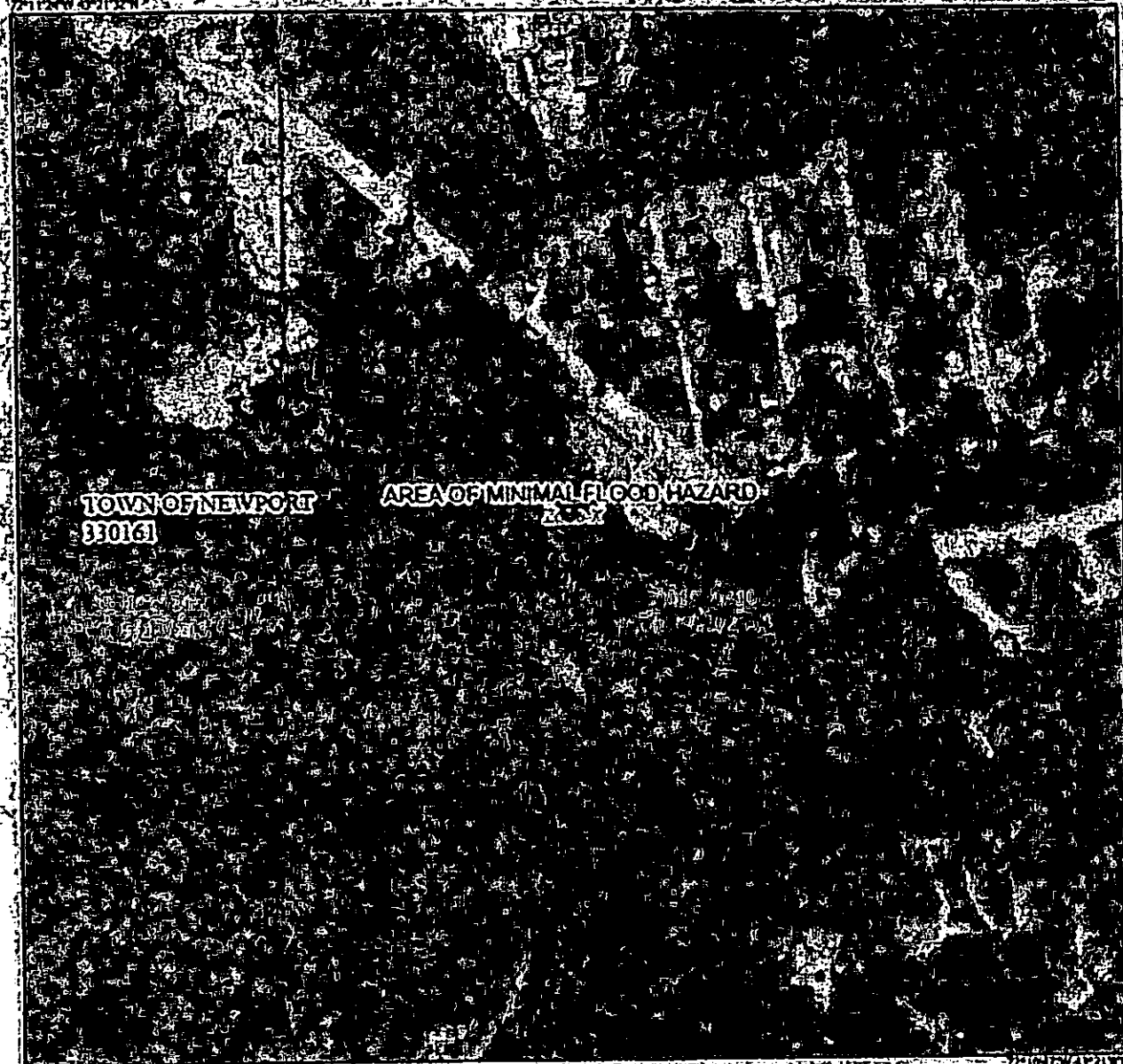
March 29, 2021

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Flood Hazard Layer FIRMette



TOWN OF NEWPORT
330161

AREA OF MINIMAL FLOOD HAZARD



Legend

- NO FIRM REPORT FOR ESTABLISHED LEVINGS AND DICES OR FOR FIRM PANEL LAYERS
- Waterfront Base Flood Elevation (BFE)
Firm A V. 309
Web BFE or Depth Data for 2018 USACE
Regulatory Floodway
- SPECIAL FLOOD HAZARD AREAS**
- 0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile and Future Conditions 1% Annual Chance Flood Hazard base
 - Area with Reduced Flood Risk due to Levees: See Notes
 - Area with Flood Risk due to Levees
- OTHER AREAS OF FLOOD HAZARD**
- NO SCREEN: Area of Minimal Flood Hazard
 - Effective Levees
 - Area of Undetermined Flood Hazard (see Notes)
- OTHER AREAS**
- Channel, Culvert, or Storm Sewer
 - Levee, Dam, or Floodwall
- GENERAL STRUCTURES**
- Cross Sections with 1% Annual Chance
 - Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Station
 - Profile Baseline
 - Hydrographic Features
- OTHER FEATURES**
- Digital Data Available
 - No Digital Data Available
 - Unmapped
- MAP PANELS**
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFPA web services provided by FEMA. This map was updated on 3/29/2021 at 1:08 PM and does not reflect changes or amendments subsequent to this date and time. The NFPA and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMP panel number, and NFPA effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Attachment 1

Scientific Name	Common Name	Where Listed	Region	ESA Listing	Group
<i>Lynx canadensis</i>	Canada Lynx	Wherever		6	Threatened Mammals
<i>Charadrius dominicus</i>	Piping Plover	Atlantic Coast		5	Threatened Birds
<i>Sterna douallii</i>	Roseate Spoonbill	Northeast		5	Endangered Birds
<i>Eretmochelys imbricata</i>	Hawksbill Sea Turtle	Wherever		4	Endangered Reptiles
<i>Dermochelys coriacea</i>	Leatherback Sea Turtle	Wherever		4	Endangered Reptiles
<i>Alasmidonta oviformis</i>	Dwarf Wedge-tail	Wherever		5	Endangered Clams
<i>Lycæides ruficornis</i>	Karni Blue	Wherever		3	Endangered Insects
<i>Astragalus hesperis</i>	Jesup's Milk	Wherever		5	Endangered Flowering Plants
<i>Isotria medeolae</i>	Small Whorl	Wherever		5	Threatened Flowering Plants
<i>Scirpus americanus</i>	Northeastern	Wherever		5	Endangered Flowering Plants
<i>Callisitta carolinensis</i>	Red-shouldered	Wherever		5	Threatened Birds
<i>Myotis septentrionalis</i>	Northern	Wherever		3	Threatened Mammals
<i>Lanius borealis</i>	Eastern Bluebird	Wherever		4	Threatened Birds

CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on JUNE 18, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc. to enter into contracts or agreements with the State
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/28/2021

Kevin D. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

Cheshire
28 Dec 2021
Kevin Watterson

Margaret Freeman



State of New Hampshire

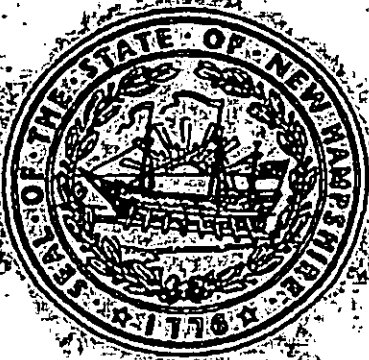
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH WESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0605339790



IN TESTIMONY WHEREOF
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "W. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2021

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).

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPW, CIC	PHONE (A/C No. Ext): (603) 352-2121	FAX (A/C No.): (603) 357-8491
	EMAIL: adonnell@clark-mortenson.com	ADDRESS:	
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	INSURER(S) AFFORDING COVERAGE:		NAIC #:
	INSURER A: Philadelphia Indemnity Insurance Co.		18058
	INSURER B: Maine Employers Mut Ins Co.		11149
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21/22 Master 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.

PKT. LTR.	TYPE OF INSURANCE	POLICY NO. (REQ.)	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	PHPK2291638	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	PHPK2291641	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ D	PHU8773640	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory to file) If yes, describe under DESCRIPTION OF OPERATIONS below.	3102800768	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> E.S. STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory coverage provided for the State of NH
 All Executive Officers are included in the Workers Compensation coverage.

CERTIFICATE HOLDER NH Department of Transportation Bureau of Rail & Transit PO Box 483 Concord NH 03302	CANCELLATION 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

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FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TRAMS)

Name of Applicant: Southwestern Community Services, Inc.

The Applicant certifies to the applicable provisions of categories 01-21.

Or

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01. Certifications and Assurances Required of Every Applicant	
02. Public Transportation Agency Safety Plans	
03. Tax Liability and Felony Convictions	
04. Lobbying	
05. Private Sector Protections	
06. Transit Asset Management Plan	
07. Rolling Stock Buy America Reviews and Bus Testing	
08. Urbanized Area Formula Grants Program	
09. Formula Grants for Rural Areas	
10. Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11. Grants for Buses and Bus Facilities and Low or No-Emission Vehicle Deployment Grant Programs	

Certifications and Assurances

Fiscal Year 2021

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: John A. Manning

Date: 1/28/21

Name: John A. Manning

Authorized Representative of Applicant 657

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2021 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2021 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

Southwestern Community Services, Inc.

Name of Agency

January 27, 2021

Date

John A. Manning

Name of Authorized Official



Signature



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NH DOT)

Name of Subrecipient Agency: Southwestern Community Services, Inc.

Southwestern Community Services, Inc. shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: (As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Amount: \$220,000.00

Catalog of Federal Domestic Assistance (CFDA) number: 20.526

FTA Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM

Federal Award Identification Number (FAIN): NH-2021-014

Federal Award Date: 8/12/2021

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No

NH DOT's cost rate for the federal award: N/A

Subrecipient Information:

Subrecipient Name: Southwestern Community Services, Inc.

Subrecipient DUNS number: 81251381

Subrecipient SAM:GOV registration: 38NX9

Subrecipient SAM:GOV Unique Entity ID: HMUUXK8MBJC3

Name of authorizing subrecipient official: John A. Manning

Title of authorizing subrecipient official: Chief Executive Officer

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient Federal indirect cost rate: 12%

(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part) or a De Minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs paragraph (f).)



FTA and 2 CFR 200 Agreement

Revised 11/10/2020.

Subaward Period of performance:

Start Date: TBD End Date: 06/30/2023

Total amount of FTA sub-award obligated by this action (contract/amendment):

For FFY: 2021 Section: 5339 Amount: \$220,000.00

Total amount of FTA sub-award committed to the subrecipient (original contract & amendments):

For FFY: 2021 Section: 5339 Amount: \$220,000.00

Pass-through requirements:

The subrecipient, Southwestern Community Services, Inc., agrees to meet all requirements imposed by the pass-through entity (NH DOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

The subrecipient, Southwestern Community Services, Inc., agrees to any additional requirements that the pass-through entity (NH DOT) imposes on the subrecipient in order for the pass-through entity (NH DOT) in order for the pass-through entity (NH DOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Southwestern Community Services, Inc., agrees to permit the pass-through entity (NH DOT) and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part and appropriate terms and conditions concerning closeout of the subaward.

Date: 12/28/21

Name of authorizing subrecipient official: ~~John A. Manning~~ Beth Daniels

Title of authorizing subrecipient official: Chief Executive Officer

Signature of authorizing subrecipient official: Beth Daniels

Link to SCS May 2020 and 2019 Single Audit file:
 file:///C:/Users/n66pmb/Downloads/125320201%20(1).pdf

PART I: GENERAL INFORMATION		REPORT ID: 866844	VERSION: 1
1. Fiscal Period a. Start Date: <input type="text" value="6/1/2019"/> (MM/DD/YYYY) b. End Date: <input type="text" value="5/31/2020"/> (MM/DD/YYYY)		2. Type of Uniform Guidance Audit <input checked="" type="checkbox"/> Single audit <input type="checkbox"/> Program-specific audit	
		3. Audit Period Covered <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Biennial <input type="checkbox"/> Other: Number of Months <input type="text" value="6"/>	
4. Auditee Identification Numbers a. Auditee Employer Identification Number (EIN): <input type="text" value="02-6013806"/>		d. Auditee Data Universal Numbering System (DUNS) Number: <input type="text" value="108-175-1381"/>	
b. Are multiple EINs covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		e. Are multiple DUNS numbers covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
c. If Part I, Item 4b is Yes, complete the attached Auditee EIN Continuation Sheet.		f. If Part I, Item 4e is Yes, complete the attached Auditee DUNS Continuation Sheet.	
5. Auditee Information a. Auditee Name: <input type="text" value="SOUTHWESTERN COMMUNITY SERVICES INC."/>		6. Primary Auditor Information a. Audit Firm/Organization Name: <input type="text" value="LEONE, MCDONNELL & ROBERTS, P.A."/>	
b. Auditee Address: Number and Street: <input type="text" value="63 COMMUNITY WAY"/>		b. Audit Firm/Organization EIN: <input type="text" value="02-0417217"/>	
City: <input type="text" value="KEENE"/> State: <input type="text" value="NH"/> Zip Code: <input type="text" value="03431-0603"/>		c. Audit Firm/Organization Address: Number and Street: <input type="text" value="61 SOUTH MAIN STREET"/>	
City: <input type="text" value="KEENE"/> State: <input type="text" value="NH"/> Zip Code: <input type="text" value="03431-0603"/>		City: <input type="text" value="WOLFEBORO"/> State: <input type="text" value="NH"/> Zip Code: <input type="text" value="03894"/>	
7. Auditee Contact Name: <input type="text" value="MEG FREEMAN"/>		d. Auditor Contact: Name: <input type="text" value="JOHN D. CALLAHAN, JR."/>	
Title: <input type="text" value="CFO"/>		Title: <input type="text" value="SHAREHOLDER"/>	
8. Auditee Contact Telephone <input type="text" value="(603) 719-4217"/>		9. Auditor Contact Telephone <input type="text" value="(603) 809-1953"/>	
9. Auditee Contact E-mail <input type="text" value="MFREEMAN@SCSHELPS.ORG"/>		10. Auditor Contact E-mail <input type="text" value="JCALLAHAN@LMRPA.COM"/>	
g. Was a secondary auditor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		h. If Part I, Item 6g is Yes, complete the attached Secondary Auditor's Contact Information Sheet.	

NONPROFIT RATE AGREEMENT

EIN: 1026013808A1

DATE: 01/21/2021

ORGANIZATION:

Southwestern Community Services, Inc.

63 Community Way, P.O. Box 603

Keene, NH 03431-0603

FILING REF.: The preceding agreement was dated 05/06/2019

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) (PRED) (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	06/01/2017	05/31/2018	11.90	On-Site	All Programs
FINAL	06/01/2018	05/31/2019	12.00	On-Site	All Programs
PROV.	06/01/2019	05/31/2022	12.00	On-Site	All Programs

***BASE**

Total direct costs excluding capital expenditures (buildings, individual items of equipment, alterations and renovations), subawards and flow-through funds.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 1/21/2021

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 1/21/2021

(1) Grantee charges all costs direct to grants and/or contracts except the costs below:

A. For the period 6/1/17 - 5/31/19, salaries and wages of agency-wide employees are as follows: Chief Executive Officer, Chief Financial Officer, Payroll Administrator, Accounts Payable (2) and Receptionist - All 100%; Personnel Administrator - 50%, and; Chief Administrative Officer - 37%.

Beginning 6/1/19, salaries and wages of agency-wide employees are as follows: Chief Financial Officer, Payroll Administrator, Accounts Payable (2) and Receptionist - All 100%; Chief Executive Officer - 95%; Personnel Administrator - 50%, and; Chief Administrative Officer - 37%.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other expenses - administrative portion only: audit, insurance, space, publications and subscriptions, supplies, telephone, postage, training, travel, vehicle expense, computer services and miscellaneous.

(2) The directly claimed fringe benefits include worker's compensation, unemployment insurance, FICA, health/dental insurance and 401K matching pension plan.

(3) The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PH-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. For 2018, the rate of compensation for an Executive Level II was \$189,600 per year. For 2019, the rate of compensation for an Executive Level II was \$192,300 per year. For 2020, the rate of compensation for an Executive Level II was \$197,300 per year. For 2021, the rate of compensation for an Executive Level II was \$199,300 per year.

(4) Your next proposal based on actual costs for the fiscal year ended 05/31/20 is due in our office by 02/28/21 (extension granted).

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

ORGANIZATION: Southwestern Community Services, Inc.

AGREEMENT DATE: 1/21/2021

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any scarcity or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish this rate is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations, the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement reimburses indirect costs by a means other than the approved rate(s) in this Agreement, the organization should: (1) credit such costs to the affected program, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Southwestern Community Services, Inc.

(INSTITUTION)

(SIGNATURE)

Margaret D. Freeman

(NAME)

CFO

(TITLE)

2/1/2021

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

1/21/2021

(DATE)

HHS REPRESENTATIVE:

Rebecca Kaplan

Telephone:

(212) 264-2069

Internal Revenue Service
District Director

Date: JAN 05 1979

Department of the Treasury
P.O. BOX 9051
J.F. KENNEDY POST OFFICE
BOSTON, MA. 02203

Person to Contact:
Marilyn Hamilton
Contact Telephone Number:
(617) 223-2498

Southwestern Community Services, Inc.
40 Mechanic Street
Keene, New Hampshire 03431

Date of Exemption: March, 1966
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,



H. B. Mosher
District Director

Item Changed
Name

From
Sullivan and Cheahire
County Community Action
Associates

To
Southwestern
Community Services,
Inc.

JFK Federal Bldg., Boston, Mass. 02203

Letter 976 (DO) (7-77)

JUL 18 1974

Registration for Tax-Free Transactions Under Chapter 32 of the Internal Revenue Code

For District Director's Use Only

Form 637

(Rev. July 1973)

Department of the Treasury
Internal Revenue Service

This Application Should Also Be Used by Producers and Importers
of Gasoline and Manufacturers of Lubricating Oil

No. 02-74-0051-I

Print type or print

Name of individual, corporation, partnership, association, etc.	Social Security or Employer Identification Number 02-6013808
Name under which business is operated	Will you be required to file Form 720? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Business address (Number and street)	File this application in duplicate with your District Director of Internal Revenue. See the instructions on pages 2 and 4.
City, State, and ZIP code	

Application is hereby made for a Certificate of Registry in the name(s) indicated above. The applicant is a:

Manufacturer Producer Importer Wholesaler Jobber Selling or Purchasing (specify type of product) Retailer Other (specify)

The applicant affirms that use of articles purchased or sold tax-free is to be for the exempt purposes specified in the applicable provisions of the law and regulations and understands that misuse of this certificate will lead to its revocation and/or the penalties provided by law.

See item 2 on page 2 and check applicable letter(s). I qualify as a:

a b c d e f g h i j k l m, and/or n (other specify)

Under the penalty of perjury, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct, and complete.

Signature: *Susan A. Maxwell* Title: *Region Director* Date: *7-1-74*

District Director's Validation

A certificate of registry for the above applicant is approved and issued under the number shown.

Frank Murphy

Russell E. Mercereau, Chief, Review Staff

7-5-74

Teri Anne Palmer

Charlestown, NH
[REDACTED]

Authorized to work in the US for any employer

Work Experience

Branch Manager

TD Bank - Chester, VT
July 2017 to Present

Supervise Tellers. Promote customer experience culture. Open new accounts to include business accounts. Working with customers to find the right banking product for their need.

Dispatcher

Charlestown Police Department - Charlestown, NH
February 2016 to Present

Answer emergency and non emergency phone calls and connect people in need of fire, police or medical emergency services via phone, computer and radio. Also coordinate the proper services during fire and serious car accidents.

I am also a member of the Police Association for the town of Charlestown which raises money to assist in equipment for the police department and donates to the community.

Store Manager

Dollar General - Chester, VT
August 2016 to July 2017

Maintained the daily operations of a 9200 sq ft retail store with an average of 1.5 million in sales for the year. Recruited, hired and trained staff for a new store. Continued training and education to current employees. Completed schedules based on customer needs and assigned tasks based on companies direction to maintain goals. Tracked and implemented financial and inventory quotas based on the companies goals. Reset inventory based on seasons.

Correctional Officer

Sullivan County Department of Corrections - Unity, NH
December 2010 to July 2016

Monitored inmate behavior to ensure safety and security. Escorted inmates to other facilities and court. De-escalated confrontations when they arose. Trained new officers of their duties. Was the instructor for inter personal communications. Was also a member of the corrections emergency response team.

Co. Manager

Walmart - Hinsdale, NH
April 1998 to December 2010

Was a Fashion Merchandiser, overseeing 12 stores with the everyday operations in the apparel and home areas. Maintaining inventory levels, working with vendors to buy product for stores. Also assisted in opening new stores from the ground up, building fixtures, recruiting, hiring and training managers.

and associates for new stores. Worked in supercenters and maintained daily operations with payroll, training, inventory to include outside vendors, and other aspects of a big box store.

Education

High school or equivalent in College Prep

West Rutland School, West Rutland, VT.

September 1984 to June 1986

Military Service

Branch: Army

Service Country: United States

Rank: E-5

March 1992 to October 1999

Heavy Wheel Vehicle Mechanic/Assistant Truck Master

Worked on many types of diesel trucks, trailers, Cranes.

Maintained and Dispatched 200 pieces of equipment and nearly 70 soldiers for a transportation company.

Keith F. Thibault
kthibault@seshelp.org (e-mail)

(603) 719-4208 (work)

Skills Summary

- Effective "hands-on" manager with proven supervisory experience.
- Honest, dependable and self-motivated.
- Strong written and oral communicator with PC skills & experience.
- Detail oriented, highly organized, flexible and hard-working.
- Able to effectively coordinate multiple projects and tasks.

Experience

Southwestern Community Services, Inc., Keene, New Hampshire

Housing Director – October, 1993 to December 1998

Director of Housing & Economic Development – January 1999 to June 2001

Development Director – July 2001 to August 2007

Chief Development Officer – September 2007 - Present

Primarily responsible for the acquisition, development and financing of over 450 units of affordable housing, five Head Start pre-school facilities and 100,000 square feet of commercial space in fourteen communities in southwestern New Hampshire. Member of the agency's Senior Staff. The chief development officer position has grown to include all economic, program and philanthropic development activities within this very dynamic Community Action Agency. The position also includes the responsibility to represent the organization at numerous community events and on local, state and regional boards. Highlights as Housing Director included the development of a comprehensive Property Management Component that currently maintains and manages all agency owned real estate; successful administration of a federal HOPE III first time home buyer program in Sullivan County as well as being the recipient of many awards for the development of historically significant properties.

Rural Housing Improvement, Winchendon, Massachusetts

Director of Home Ownership and Housing Counseling - June 1993 to October, 1993

This Program Director position consists primarily of the administration of a \$500,000 HOPE III Implementation grant; HOME funding for First-time Home Buyers of \$250,000; coordination of a State Finance Authority approved Home Buyer Education course; management of several government property disposition programs (FDIC, RTC and Fannie Mae); several rehabilitation programs; as well as all housing counseling activities for the component. Staff supervised include two Housing Developers, one or more Rehabilitation Specialists, one or more Housing Counselors as well as support staff.

Assistant Director for Administration/Leased Housing - April 1998 to May 1993

Administration of a nearly two thousand household Section 8 Rental Assistance program comprised the overall scope of this position. Primary responsibilities included the disbursement of nearly nine million dollars annually in Housing Assistance Payments to more than eleven hundred landlords; direct day-to-day supervision of eight staff; liaison work with all other Agency components as well as accurate record keeping per HUD regulations. Highlights included the creation of Agency Family Self-Sufficiency Program (FSS) and serving on a statewide Project Coordinating Committee for FSS. I also represented RHI on several committees of our State Housing Association as well as serving on several in-house committees focusing on employee benefits, performance evaluations and the rewriting of Agency job descriptions to conform to the American Disabilities Act.

Program Representative/Leased Housing - September 1986 to April 1998

Responsible for the administration and management of a two-hundred-plus household caseload. Duties included initial and annual inspections of all units, rent negotiation and general file maintenance. Position required an unusually high degree of organizational, interpersonal and technical skills. Thorough knowledge of market area, Federal Housing Quality Standards and HUD Section 8 regulations were required.

Education

University of Massachusetts at Amherst
Bachelor of Arts cum laude - 1983

- Major: Economics with emphasis on Labor Economics
- Minor: Political Science with emphasis on local government
- Served a one-year paid internship with the University's Housing Administration, which led to becoming the Assistant Director of the program during my junior year.
- Completed a full semester academic internship serving as an assistant to the Town Manager of Acton, Massachusetts.
- Took advanced courses in Economics and Latin through the Liberal Arts Honors Program.

Civic and Other Activities

- Former Big Brother volunteer, Keene
- Current Co-Chair of Heading for Home, our Regional Housing Coalition
- Current co-chair of the Southwestern Region Planning Commission's Economic Development Advisory Committee
- Former volunteer at McKerley Health Care Center, Keene
- Former Chair of the Board of Directors for the Keene Day Care Center
- Current elected Vice Chairman of the Swanzy Zoning Board of Adjustment
- Current founding board member and Chairperson of the Monadnock Collaborative, a 501(c)(3) organization formed to provide regional information and supported referral services.
- Dedicated husband and involved father of three children, ages twenty-two, twenty and eight.

References available upon request.