



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4580 1-800-852-3345 Ext. 4580
FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

July 29, 2013

*Retroactive
100% federal*

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to award a **retroactive** two-year grant totaling \$227,115.00 to the City of Nashua Transit System, Nashua, NH, (Vendor #177441) to provide matching funds for the City of Nashua's Federal Department of Transportation's Job Access Reverse Commute grant. This grant is to be effective retroactive to July 1, 2013, upon Governor and Executive Council approval, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/Account	Class Title	Amount
2014	102-500731	Contracts for Program Services	\$111,791.00
2015	102-500731	Contracts for Program Services	\$115,324.00
Total			\$227,115.00

EXPLANATION

This **retroactive** action is to provide federal Temporary Assistance to Needy Families (TANF) funds to support the required matching funds for the City of Nashua Transit System Federal Job Access Reverse Commute grant funding awarded by the NH Department of Transportation. It is an exceptional situation whereby federal Temporary Assistance to Needy Families funds can be used as "state match" for another federal program. As part of the NH Department of Transportation grant application process, the City of Nashua Transit System and the Division of Family Assistance review the grant project scope and funding requirements, including the

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

July 29, 2013

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Division of Family Assistance providing conditional support to provide matching TANF funds. This grant request is retroactive because of the vendors delay in returning the fully executed grant package.

The City of Nashua Transit System competed at the national level for the Job Access Reverse Commute grant award and their funding proposal was selected to receive continued Department of Transportation funding to support their Job Access Reverse Commute initiatives. Job Access Reverse Commute grants assist states and localities in developing flexible transportation service that connects TANF recipients and other low-income persons to jobs and other employment-related services. Job Access Reverse Commute projects are targeted at developing new or expanded transportation services including vanpools, shuttles and new bus routes. The Job Access Reverse Commute program intends to establish and maintain a collaborative regional approach to job access challenges. All projects funded under this continuing program must be the result of a collaborative planning process that includes transportation providers, agencies administering Temporary Assistance to Needy Families funds, human service agencies, employers and metropolitan planning organizations.

Reliable transportation continues to be a necessity for individuals to successfully seek, obtain and maintain employment as they transition from welfare to work. In the southern New Hampshire region, transportation gaps are particularly problematic. The City of Nashua Transit System project funds fixed route bus operations that connect geographically distanced low-income families to areas that contain a higher concentration of employment locations and popular shopping areas. These extended routes and hours increase employment opportunities by providing workers with access to businesses that experience an increased need for service workers.

The Division of Family Assistance has provided the matching Temporary Assistance to Needy Families funds for the City of Nashua Transit System Job Access Reverse Commute grant since the initial award in 2006. The City of Nashua Transit System has again received funding through the federal Department of Transportation to continue its Job Access Reverse Commute initiative and has requested that DFA provide the required state match to the Job Access Reverse Commute funds. Failure to provide this match funding to the City of Nashua Transit System will result in insufficient match dollars for the grant awarded by Department of Transportation and will also result in City of Nashua Transit System not being able to provide the services the grant dollars were awarded for.

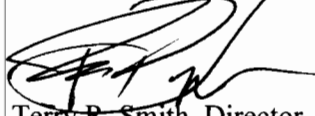
The population to be served will include individuals currently receiving Temporary Assistance to Needy Families financial assistance, former Temporary Assistance to Needy Families clients now employed, and low-income individuals who are at-risk of qualifying for Temporary Assistance to Needy Families, and other low-income individuals who are working or seeking work. Over 80,000 rides in the greater Nashua area were provided in SFY 12 along the routes paid for with this grant.

Area Served: City of Nashua

Source of Funds: 100% Federal Funds.

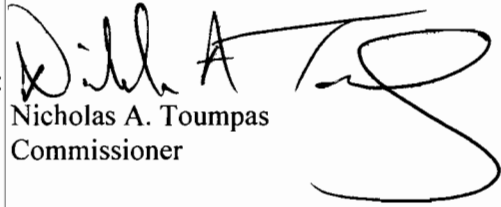
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith, Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner

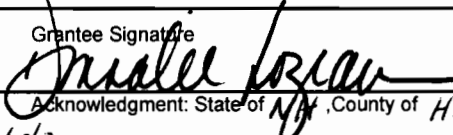
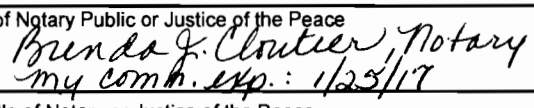
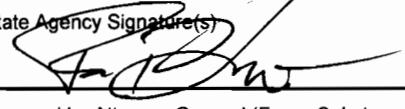
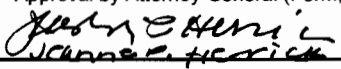
Subject: City of Nashua (Nashua Transit)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1	State Agency Name Division of Family Assistance Department of Health and Human Services	1.2	State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3	Grantee Name City of Nashua (Nashua Transit)	1.4	Grantee Address 11 Riverside Street Nashua, NH 03062
1.5	Effective Date July 1, 2013	1.6	Completion Date June 30, 2015
1.7	Audit Date N/A	1.8	Grant Limitation \$227,115.00
1.9	Grant Officer for State Agency Eric Borrin	1.10	State Agency Telephone Number 603-271-9558
1.11	Grantee Signature 	1.12	Name & Title of Grantee Signor Donnalee Loreau Mayor
1.13 Acknowledgment: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>7/13/13</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1	Signature of Notary Public or Justice of the Peace [Seal]  Brenda J. Cloutier, Notary my com. exp.: 1/25/17		
1.13.2	Name & Title of Notary or Justice of the Peace BRENDA J. CLOUTIER, EXEC. SEC'Y		
1.14	State Agency Signature(s) 	1.15	Name/Title of State Agency Signor(s) TERRY R. SMITH, DIRECTOR DFA
1.16	Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>25 JUL. 2013</u>		
1.17	Approval by the Governor and Council By:	On:	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA , the grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of the work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in Block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION AMOUNT: VOUCHERS: PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the grantee the grant Amount. The State shall withhold from the amount otherwise payable to the grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything 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 Grant limitation forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. **RECORDS AND ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. between the Effective date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
 - 9.1. 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.
 - 9.2. between the Effective Date and the Completion Date the grantee shall grant to the State, or an person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for an other purpose whatsoever.
 - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective date all data on 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 reasons, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1. failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2. failure to submit any report required hereunder; or
 - 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any event of Default, the State may take an one, or more, or all, of the following actions:
 - 11.2.1. give the grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2. give the grantee 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 grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and,
 - 11.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been give to the Grantee hereunder, the Grantee, any terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member or employee of the grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the grantee are in all respects independent contractors, and are neither agents nor an employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project Work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and
- 17.1.2. comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts of not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law 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 captions and contents of the "subject" blank are used only as a matter of convenience, and are not be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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 relating hereto.

EXHIBIT A

SCOPE OF SERVICES

DATE: May 7, 2013

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: City of Nashua Transit System

ADDRESS: 11 Riverside St.
Nashua, NH 03062

TELEPHONE: (603) 821-2035

EXECUTIVE DIRECTOR: Mark Sousa

I. GENERAL TERMS AND CONDITIONS OF CONTRACT

- A. The contractor shall continue the Job Access/Reverse Commute transit program in accordance with the "Area-Wide Jobs Access and Reverse Commute Transportation Plan" prepared by the Nashua Regional Planning Commission. Services shall include those so described in the Contractor's Public Transportation Grant Application for State Fiscal Years 2014-2015, submitted to the New Hampshire Department of Transportation on March 21, 2013 and subsequently approved for funding by Department of Transportation on May 6, 2013. The Contractor's Public Transportation Grant Application for State Fiscal Years 2014-2015 is hereby incorporated into this agreement as Exhibit A-1.
- C. The proposed project will provide continued transit services to low-income individuals eligible for Financial Assistance to Needy Families living and working in the Nashua region. The Nashua Transit System will work with the Division of Family Assistance in assessing the impact on client employment and access to childcare in the project area.

II. REPORTING REQUIREMENTS

- A. The Contractor will provide quarterly and end-of-year reports to the Division of Family Assistance Contracts Administrator that include:
1. Passenger Service by:
 - a. The number of individuals served; and

- b. Type of Service provided.
 - 2. Efforts made by the Nashua Transit System to coordinate transportation services.
 - 3. Income and Expense report.
- B. All reports shall include quarterly and state fiscal year-to-date data.
- C. All reports shall be submitted within 30 days of the end of the reporting quarter.

EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: City of Nashua Transit System

Contract Period: July 1, 2013 through June 30, 2015

I. Funding of Contract

- A. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount of \$227,115.00.
- B. Unless amended, the total Grant payment made by the Division of Family Assistance under this agreement shall not exceed the sum of \$111,791.00 from July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014 and \$115,324.00 from July 1, 2014 through June 30, 2015.
- C. Contractor Payments will be made quarterly only upon receipt of reports, as described in Exhibit A, Scope of Services, and Section II Reporting Requirements.
- D. Payments for each SFY will be made in equal amounts for each quarter
 - \$27,947.75 on July 1, 2013
 - \$27,947.75 on October 1, 2013
 - \$27,947.75 on January 1, 2014
 - \$27,947.75 on April 1, 2014

 - \$28,831 on July 1, 2014
 - \$28,831 on October 1, 2014
 - \$28,831 on January 1, 2015
 - \$28,831 on April 2, 2015
- E. Invoices shall be submitted to DFA within thirty (30) working days following the end of the quarter during which the grant funds were utilized.
- F. Invoices and reports shall be sent to:

Financial Manager
NH Division of Family Assistance
Department of Health & Human Services
129 Pleasant St., Brown Building
Concord, NH 03301

Contractor Initials: DL
Date: 7/13/13

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014

Budget Summary – Revenue and Expenses

REVENUE

DHHS TANF FUNDS	\$111,791
FTA SECTION 5316 FUNDS	142,538
FAREBOX	40,000
TOTAL REVENUE	<u>\$294,329</u>

EXPENSES

VEHICLE OPERATIONS:	<u>\$243,084</u>
<i>Operators salaries</i>	\$150,383
<i>Operators benefits</i>	28,645
<i>Fuel</i>	64,056

CAPITAL	<u>\$51,245</u>
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<i>Capitalized Maintenance*</i>	51,245
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TOTAL	<u>\$294,329</u>
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CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014

Cost Elements:

Public transit cost is a function of vehicle hours, vehicle miles and size of fleet. Examination of costs relative to its cost allocation variable yields a unit cost per mile, per hour and per vehicle. This cost allocation method is standard in the transit industry; National Transit Database requires that data be gathered and reported using this system. Visit www.ntdprogram.com for more information on public transit cost accounting, and on key indicators and performance statistics for individual regions or systems.

Cost elements are identified and calculated within the following revenue and expense section of the budget proposal.

Cost Element Analysis

Of the budgeted costs, the breakdown of costs that vary as a function of hours, miles and size of fleet is as follows:

<u>Mileage variable</u>		<u>Hours variable</u>	
Fuel	\$64,056	Operator Salary	\$150,383
Capitalized		Operator Benefits	\$28,645
Maintenance	\$51,245		
Costs variable by mile total:		\$115,301	JARC MILES 80,070
Costs variable by hour total:		\$179,028	JARC HOURS 6,426
Costs variable by vehicle total:			JARC VEH IN SVC. 2
TOTAL COST		\$294,329	
COST PER MILE:		\$1.44	
COST PER HOUR:		\$27.86	

Contractor DL
 Date 7/13/13

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2015

Budget Summary – Revenue and Expenses


REVENUE

DHHS TANF FUNDS	\$115,324
FTA SECTION 5316 FUNDS	147,512
FAREBOX	40,000
 TOTAL REVENUE	 <u>\$302,836</u>

EXPENSES

VEHICLE OPERATIONS:	<u>\$249,189</u>
<i>Operators salaries</i>	<i>\$155,512</i>
<i>Operators benefits</i>	<i>29,621</i>
<i>Fuel</i>	<i>64,056</i>
 CAPITAL	 <u>\$53,647</u>
<i>Capitalized Maintenance*</i>	<i>53,647</i>

 TOTAL	 <u>\$302,836</u>
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Contractor 
Date 7/3/13

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2015

Cost Elements:

Public transit cost is a function of vehicle hours, vehicle miles and size of fleet. Examination of costs relative to its cost allocation variable yields a unit cost per mile, per hour and per vehicle. This cost allocation method is standard in the transit industry; National Transit Database requires that data be gathered and reported using this system. Visit www.ntdprogram.com for more information on public transit cost accounting, and on key indicators and performance statistics for individual regions or systems.

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Cost Element Analysis

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<u>Mileage variable</u>		<u>Hours variable</u>		
Fuel	\$64,056	Operator Salary	\$155,512	
Capitalized		Operator Benefits	\$29,621	
Maintenance	\$53,647			
Costs variable by mile total:		\$117,703	JARC MILES	80,070
Costs variable by hour total:		\$185,133	JARC HOURS	6,426
Costs variable by vehicle total:			JARC VEH IN SVC.	2
TOTAL COST		\$302,836		
COST PER MILE:		\$1.47		
COST PER HOUR:		\$28.81		

Contractor DL
 Date 7/13/13

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014 and FY 2015

SERVICE PROJECTION

	FY 2014		FY 2015		Totals
SCHEDULED HRS	FY 2014 PER WEEKDAY	FY 2014 TOTAL WEEKDAY	FY 2015 PER WEEKDAY	FY 2015 TOTAL WEEKDAY	TOTAL FY 2014 and FY 2015
SCHEDULED HRS	25.2	6426	25.2	6,426	12,852
SCHEDULED MILES	314	80,070	314	80,070	160,140
VEHICLE HOURS	24.5	6,247.5	24.5	6,247.2	12,495
VEHICLE MILES	304.6	77,673	304.6	77,673	155,346
REVENUE HOURS	24	6,120	24	6,120	12,240
REVENUE MILES	295.2	75,276	295.2	75,276	150,552

Contractor *DL*
Date 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

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12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

City of Nashua

Check if there are workplaces on file that are not identified here.

City of Nashua, NH

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Donnalee Lozeau

Mayor

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

7/13/13

(Date)

Contractor Initials: DL

Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Socia Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 through 6/30/15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Handwritten Signature]
(Contractor Representative Signature)

Donnalee Lozeau
(Authorized Contractor Representative Name & Title)

City of Nashua, NH
(Contractor Name)

7/13/13
(Date)

Contractor Initials: DL
Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: DL

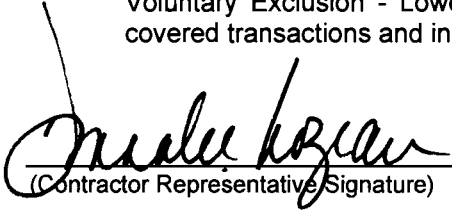
Date: 7/13/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Donnalee Lozeau Mayor
(Authorized Contractor Representative Name & Title)

City of Nashua, NH
(Contractor Name)

7-13-13
(Date)

Contractor Initials: DL
Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Representative Signature

Donnalee Lozeau Mayor
(Authorized Contractor Representative Name & Title)

City of Nashua, NH
(Contractor Name)

7/13/13
(Date)

Contractor Initials: DL
Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


(Contractor Representative Signature)

Donnalee Lozeau Mayor
(Authorized Contractor Representative Name & Title)

City of Nashua, NH
(Contractor Name)

7/13/13
(Date)

Contractor initials: DL
Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials:
Date: 7/13/13

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: *JK*
Date: 7/13/13

(5) **Termination for Cause**

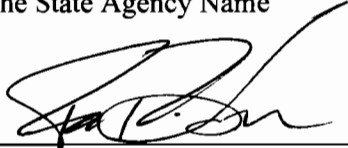
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

HESLON + Human Services, DFA
The State Agency Name


Signature of Authorized Representative

THOMAS R. SMITH
Name of Authorized Representative

DIRECTOR, DFA
Title of Authorized Representative

7/25/13
Date

City of Nashua, NH

Name of the Contractor


Signature of Authorized Representative

Donnalee Lozeau
Name of Authorized Representative

Mayor
Title of Authorized Representative

7/13/13
Date

Contractor Initials: DL
Date: 7/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

 _____
Donnalee Lozeau Mayor

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

City of Nashua, NH 7/13/13 _____

(Contractor Name) (Date)

Contractor initials: DL
Date: 7/13/13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 830711656

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: DL
Date: 7/13/13
Page # _____ of Page # _____



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF VOTE

I, Paul R. Bergeron, do hereby certify that:

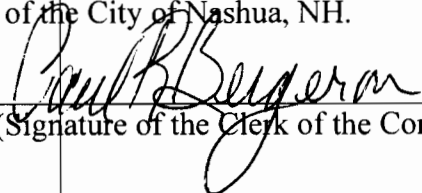
1. I am the duly appointed Clerk of the City of Nashua, NH.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Aldermen held on June 11, 2013.

RESOLUTION: RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF UP TO \$230,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR MATCHING FUNDS FOR THE FEDERAL TRANSIT AUTHORITY JOB ACCESS AND REVERSE COMMUTE ("JARC") GRANT PROGRAM

AND RESOLVED FURTHER:

That the Mayor is hereby authorized to enter into the required contracts therefore as well as any amendments to be made thereto or any other documentation necessary for the receipt of said funds.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of June 20, 2013.
4. Donnalee Lozeau is the duly elected Mayor of the City of Nashua, NH.


(Signature of the Clerk of the Corporation)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 20th day of June 2013, by Paul R. Bergeron, City Clerk.



PATRICIA D. PIECUCH
Notary Public / Justice of the Peace
My Commission Expires August 13, 2013



RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF UP TO \$230,000
FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND
HUMAN SERVICES FOR MATCHING FUNDS FOR THE FEDERAL TRANSIT
AUTHORITY JOB ACCESS AND REVERSE COMMUTE ("JARC") GRANT
PROGRAM**

CITY OF NASHUA

In the Year Two Thousand and Thirteen

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Community Development are authorized to accept and appropriate up to \$230,000 from the State of New Hampshire Department of Health and Human Services for the purpose of providing matching funds for the Federal Transit Authority ("FTA") Job Access and Reverse Commute ("JARC") grant program. This funding shall be in effect from July 1, 2013 through June 30, 2015.



RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF UP TO \$230,000
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PASSED BY THE BOARD OF ALDERMEN – JUNE 11, 2013
APPROVED BY THE MAYOR – JUNE 12, 2013
ATTEST: PATRICIA PIECUCH, DEPUTY CITY CLERK

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 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 HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100	CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100	FAX (A/C, No): 978-988-0038
	E-MAIL ADDRESS:	
INSURED City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Alternative Ins Corp	
	INSURER B : MidWest Employers	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention 300,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			N1A2RL0000050	07/01/2013	07/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$INCLUDED GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N1A2RL0000050	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ RETENTION \$300,000 EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC005001	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: JARC Grant

CERTIFICATE HOLDER State of New Hampshire of Health & Human Services Div of Family Assistance 129 Pleasant St. Concord, NH 03301	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 
-----------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

May 6, 2013

Judith Molloy
Federal Transit Administration
55 Broadway, Suite 920
Cambridge, MA 02142

Re: NH Section 5316 and 5317 transfers

Dear Ms. Molloy,

The New Hampshire Department of Transportation requests a transfer of funds from the small-urbanized area apportionments for Section 5316 and 5317 to Section 5307, as detailed below. The Department conducted a competitive selection process for these funds and found the listed projects, submitted by FTA direct recipients, to be eligible for funding.

Section 5316

<u>Small Urbanized Area Funds</u>	<u>FFY 2012</u>
City of Nashua (Nashua Transit)	\$282,676
▪ Routes 2 & 6	

Section 5317

<u>Small Urbanized Area Funds</u>	<u>FFY 2011</u>
Manchester Transit Authority	\$65,670
▪ MTA Travel training/mobility management project	

Please let me know if you need any additional information.

Sincerely,

Shelley Winters
Administrator

cc: Mike Whitten, MTA; Mark Sousa, City of Nashua



Nashua Transit System

11 Riverside Street Nashua, NH 03062

p: 603.880.0100

f: 603.821.2042

3/21/13

NH Department of Transportation
Bureau of Rail & Transit
7 Hazen Drive
Concord, NH 03302

To Whom It May Concern:

Enclosed is the City of Nashua's Public Transportation Grant Application State FY2014, FTA Section 5316 – JARC grant.

The City of Nashua looks forward to continuing to provide our community with public transportation to our low-income individuals to & from jobs and activities related to employment.

Should you have any questions, please do not hesitate to contact me at (603) 821-2035. My email address is sousam@NashuaNH.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Sousa', is written over a horizontal line.

Mark A. Sousa
Director of Transit

New Hampshire Department of Transportation
PUBLIC TRANSPORTATION GRANT APPLICATION FOR STATE FY 2014
AGENCY SUMMARY INFORMATION

(Complete one summary regardless of how many project applications you submit)

1. **AGENCY INFORMATION**

- a. Legal Name of Applicant Agency
**City of Nashua
Nashua Transit System**
- b. Address
**11 Riverside Street
Nashua, NH 03062**
- c. Telephone/Fax/E mail
**(603) 880-0100
(603) 821-2035
(603) 821-2042 FAX**
- d. Name and Title of Project Director
Mark A, Sousa, Director of Transit
- e. Agency Type (private nonprofit, local government, etc.)
Local Government

2. **MANAGEMENT AND EXPERIENCE**

- a. What experience does your agency have with passenger transportation services?

The City of Nashua has been operating fixed route public transportation within the City of Nashua since 1984 under the "Citybus" banner. The inception of this fixed route service was driven by NRPC's Special Purpose-Urban Rural Transit (SPURT) Plan that concluded that public transportation was merited for the elderly, handicapped and low-income populations in the region. In 1990 paratransit service was integrated into Citybus, and the combined operations were designated the "Nashua Transit System (NTS)." NTS currently operates eight fixed routes and nine demand response vehicles throughout the Nashua Region.

- b. Who are the project staff that will administer this grant? Describe their experience managing FTA grants, other Federal grants, and state funds.

This grant will be administered by the Nashua Transit System (NTS) staff. NTS staff has a proven track record of effectively managing federal and state funds. The City of Nashua is the recipient of Federal Transit Administration Urbanized Area Formula Grant (Section 5307) and has been the recipient of JARC (5316) funds. These funds have been successfully managed by the Transportation Department of the City of Nashua.

3. **CIVIL RIGHTS INFORMATION**

- a. List minority population in the service area.

Black/African American; American Indian and Alaska Native; Asian; Native Hawaiian and other Pacific Islander; Some Other Race; Two or more race; Hispanic or Latino.

- b. Describe any active lawsuits or complaints alleging discrimination on the basis of race, color, or national origin with respect to transportation service.

There are no lawsuits related to transportation service.

- c. Describe civil rights compliance review activities of your agency that have been conducted in the past three years. NTS received an updated FTA LEP approval in October 2010.

- d. Describe your agency's Title VI (Civil Rights) notification process and complaint tracking procedure.

The complainant may file a signed, written complaint up to one hundred eighty days (180) from the date of the alleged discrimination. A Title VI complaint form is available upon request. The complaint should include name, mailing address, and contact information; the How, When, Where and Why there is a belief of being discriminated against. Include the location, names and contact information of any witnesses. Also include any other information that is deemed significant. The complaint should be mailed to NTS, 11 Riverside Street, Nashua, NH 03062. A letter of acknowledging receipt of complaint will be mailed within seven days. Once sufficient information for investigating the complaint is received by NTS, a written correspondence will be drafted subject to review by the NTS attorney.

NOTE: NTS encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

4. LABOR INFORMATION

Provide a list of all transit providers (public and private) in the service area and indicate those with labor unions

Local Providers



**ADVANCE
TRANSIT**

Advance Transit

802-295-1824

Serving the Upper Valley including Hanover and Lebanon



Nashua Citybus

603-880-0100

Serving the City of Nashua



Carroll County Transit (The "Blue Loon")

603-752-1741 or toll-free 1-866-752-6890

Serving West Ossipee, North Conway, Wolfeboro, and Laconia



CART Transportation

603-434-3569

Serving Chester, Derry, Londonderry, Hampstead, Plaistow, Salem, and Windham



City Express

603-352-8494

Serving the City of Keene



Cooperative Alliance for Seacoast Transportation (COAST)

603-743-5777

Serving the Seacoast area including Portsmouth, Dover, Somersworth, Rochester, Newington, and Farmington



**Community
Transportation
Services**

Community Alliance Transportation Services (CATS)

603-863-0003

Serving Newport, Claremont, and Charlestown



Concord Area Transit (CAT)

603-225-1989

Serving the City of Concord



**MANCHESTER
TRANSIT AUTHORITY**

Manchester Transit Authority (MTA)

603-623-8801

Serving Manchester and Bedford...and express service from Manchester to Nashua and Concord



North Country Transportation (NCT)

1-888-997-2020 or 603-752-1741

Serving Berlin & Gorham and Littleton-Lancaster-Whitefield



Wildcat Transit

603-862-2328

Serving UNH Campus, Durham, Dover, Newmarket and Portsmouth



Winnepesaukee Transit System (WTS)

603-528-2496

Serving Laconia, Belmont, Tilton, Northfield, and Franklin

Long Distance Bus Service



Boston Express Bus

1-800-639-8080 or 603-845-1999

Service on I-93 between Manchester, Londonderry, Salem and Boston

Service on Rt 3 between Nashua and Boston



C & J

1-800-258-7111

Service between Dover, Portsmouth and Boston



Concord Coach Lines

1-800-639-3317 or 603-228-3300

Service from Northern & Central NH to Boston with stops including Berlin,

Littleton, Conway, Meredith, Tilton, Concord, and Manchester



Dartmouth Coach

1-800-637-0123 or 603-448-2800

Service between Hanover, Lebanon, New London and Boston



Flight Line

1-800-245-2525

Airport Service



Greyhound

1-800-231-2222

Serving Concord to White River Junction and Keene to Western, MA



Peter Pan

1-800-343-9999

Service between Concord, Worcester & Springfield, MA and Hartford, CT

Service between Manchester and Amherst, MA



The Coach Company

1-800-874-3377 or 603-382-6623

Service between Plaistow and Boston (via Newburyport, MA)

5. **TRAINING**

Provide a brief summary of your agency's training program for transportation staff and the current status of training activities.

The City of Nashua Transportation staffers are trained accordingly with the job description. All positions vary but yet have overlapping skill sets. Each position has to create and maintain a job description manual with step-by step instructions for each job task. Transportation requires all staff members to be flexible and all job descriptions can change.

The City of Nashua's Operations Coordinator reviews and participates in the operator training that is performed by the Contractor. This training includes but is not limited to:

Classroom training	Behind the Wheel training:	Dispatcher / Supervisor Training:
<ul style="list-style-type: none"> · Policy & Procedures · Substance Abuse · Basics of Safety Smith System · Defensive Driving · Customer Service for all services · ADA guidelines for all services · Pre-trip / Post-trip on all vehicles · Communications · Emergency Management · Required Paperwork · Security Awareness · Map Reading · Code of Conduct · OSHA Requirements · Location guide for Nashua Transit System 	<ul style="list-style-type: none"> · Closed Course · Road Work · Cadet 	<ul style="list-style-type: none"> · Safety Leadership · Reasonable Suspicion · Code of Conduct · Dispatcher Manuals · Road Supervision Manual · Customer Service · OSHA Requirements · Injury & Illness Prevention Program

6. **SAFETY**

Provide a brief summary of your agency's safety plan for your transportation program.

The following is a summary of the existing proactive methods, procedures and action to prevent, deter, and/or minimize safety accident and incidents. NTS will evaluate and observe the Contractor's means of Safety training to all personnel by means of:

- Comprehensive Training Program in a one-on-one setting for new employees
 - o Defensive driving and professional driver training
 - o Drug and Alcohol Policy Training
 - o Blood Borne Pathogens and OSHA training
 - o Customer service and passenger safety training
 - o Re-fresher training with active employees
- Continued emphasis on safety once training is over
- Comprehensive safety policies laid out in employee handbook
- Utilization of safety board.
- Daily safety messages posted
- Additional safety messages and memos posted as needed
- Safety Solutions Team (SST) meetings:

- o Emphasis on safety issues facing drivers today
- o Allows drivers to bring any and all concerns to management in a structured format
- o Recommendations made by the committee for safety messages, security issues, best procedures and accident preventability are presented to the GM
- Trainings given on yearly basis as required by OSHA and the DOT
- Drivers are re-trained if necessary to avoid further safety issues

Hazard Management

It is management’s obligation to keep safety awareness at the highest level among all employees. This shall take a variety of forms, and new methods to heighten employee safety awareness should be constantly employed. NTS emphasizes the importance of reporting any safety concerns by means of the following:

- Street Supervision
- GPS – Vehicle locations and speed reports
- Operator reports both verbally and written
- Operator/Management committee meetings
- Passenger input both verbally and written
- Public meetings
- Accident reports
- Risk Management / First Transit alerts
- Nashua Transit Newsletter

There are many safety -related issues that are reported and dealt with on a continuous basis. Management prepares plans to control/eliminate the hazard and communicates these plans to all involved by use of:

- Safety-related posters, bulletins and other materials
- Memos to all employees on significant issues or results concerning safety
- Campaigns designed to heighten safety awareness to employees as well as the public
- Re-training both in classroom and on-the-road

7. AGENCY SERVICE LEVEL INFORMATION

Provide the following information for all services your agency provides (not just this project)

Agency-wide Information	SFY 12 (actual)	SFY 13 (budgeted)	SFY 14 (projected)	SFY 15 (projected)
	(July 2011-June 2012)	(July 2012-June 2013)	(July 2013-June 2014)	(July 2014-June 2015)
Revenue Vehicle Hours	40,983	40,983	40,983	40,983
Revenue Vehicle Miles	571,919	571,919	571,919	571,919
Passenger Trips	517,355	517,355	517,355	517,355

Revenue Hours and Miles: total for all vehicles used in the agency’s passenger transportation programs
 Passenger Trips: total of one-way trips (individual passenger boardings) for all agency programs

Total # of agency vehicles: 20

END OF SUMMARY SECTION

PROJECT INFORMATION

Complete one project section for each funding source you are requesting operating assistance from.

1. **OPERATING FUNDING SOURCE (select one only)**

- Section 5311: Nonurbanized Area Formula Program
- Section 5316: Job Access & Reverse Commute
- Section 5317: New Freedom Program

Operating Request ✓ appropriate space below	
Continue Existing	
Fixed-route service	X
Demand response service	
Service (other)	
Expansion of Service	
New service area or route	
Additional hours of service	
Additional frequency	
Other	
New	
New Transit System	

2. **PROJECT DESCRIPTION**

Answers to these questions if provided separately are limited to no more than 3 pages total (8 ½ x 11).

- a. Provide a detailed description of this project.

Continue the increase in frequency of service (decrease "headways") on Citybus Routes 2 and 6 from every hour to ever half hour. These additional Routes 2a and 6a will operate between the hours of 6:15am and 6:05pm, Monday to Friday (except on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

Route 2 will operate between the Nashua Transit Center, located behind City Hall in downtown Nashua, and Northwest Boulevard. A majority of this route will travel along Amherst Street/Route 101a which services retail, corporate business and housing.

Route 6 operates between the Nashua Transit Center and the South End of Nashua, the outward destination being the Pheasant Lane Mall. This route will travel along Spit Brook Road and Daniel Webster Highway which services retail, corporate business and housing.

Each route will take approximately one hour to complete the run from the Transit Center and back (the Transit Center serves as the hub for all Citybus routes and passengers may transfer from one bus to any another at the Transit Center).

b. What is the need for this service? How did your agency identify the need?

According to the latest job figures there are over 50,000 jobs within the City of Nashua. These two routes will travel through the busiest regions of the City and will help to provide additional access for employees to reach their jobs. This additional service will also provide businesses that operate along the routes with access to potential customers with greater frequency.

This has been identified as a need for the service through rider feedback, survey results and through the ridership numbers. Currently both the Route 2 and 6 have an average operating capacity greater than the number of seats available. As a result, NTS has heard from a number of passengers about the need for increased service along these routes.

c. If you receive this grant, how will your community benefit?

The community at large will benefit in a number of different ways. Increasing the service will allow riders to access these parts of the City with greater frequency and provide riders with even more travel options.

These two routes will also benefit the community in the following ways:

- Allow for increased access to the areas of the City with the highest concentration of retail jobs.
 - Additionally, by starting these two routes at the Transit Center at 6:15am NTS will now have the ability to provide riders with early job access, especially those working first shift.
- Allow for greater access to the areas of the City with large concentrations of multifamily residential housing.
- Park & Ride access - Exit 8 off of Route 3
- Provide riders with greater flexibility in navigating the system by providing shorter wait time between transfers.
 - This will allow passengers to travel on a schedule that more closely matches their needs as well as provide an even greater level of convenience.

d. How will you know if the project is successful?

NTS will determine the success of this project based on ridership numbers, survey results as well as through feedback at public meetings.

e. How does this project improve your agency's efficiency or effectiveness?

This project will allow NTS to offer an even more efficient transit operation. Increasing service on the two most heavily traveled routes in the system will allow NTS to become more effective in serving the riders. The increase will allow for greater efficiency as it will provide more opportunity to connect with the other routes currently operating within the system.

- f. Is the project described in an agency or local plan? Please explain.

Yes. Located in NRPC's Locally Coordinated Transportation Plan dated December 20, 2006.

- g. Explain your agency's commitment to continue this project beyond the availability of the requested grant resources.

Nashua Transit intends to sustain this successful project after the grants resources are utilized. NTS is always looking for ways to increase revenue .

- h. Describe your efforts to leverage funds from other sources to support this project.

TANF funds have been used in past projects. NTS will coordinate with NH DHHS for similar funding.

- i. Describe how this project relates to other services operated by your organization, or other projects proposed for funding in your area.

This project connects with our current service and provides our riders with more frequent service.

3. PROJECT SERVICE LEVEL INFORMATION

Provide the service level information for the proposed funding. *Insert additional tables if needed.*

Passenger Trips: total of one-way trips (individual passenger boardings).

	SFY 12 (actual)	SFY 13 (budgeted)	SFY 14 (projected)	SFY 15 (projected)
Insert Route Name below	(July 2011-June 2012)	(July 2012-June 2013)	(July 2013-June 2014)	(July 2014-June 2015)
2A				
Revenue Vehicle Hours	3070	3006	3060	3060
Revenue Vehicle Miles	37069	39624	39780	39780
Passenger Trips	40209	19254	44229	45556

Insert Route Name below				
6A				
Revenue Vehicle Hours	3067	3006	3060	3060
Revenue Vehicle Miles	37185	44196	36720	36720
Passenger Trips	40760	28880	44836	46181

Insert Route Name below				
Revenue Vehicle Hours				
Revenue Vehicle Miles				
Passenger Trips				

Insert Route Name below				
Revenue Vehicle Hours				
Revenue Vehicle Miles				
Passenger Trips				

How were your service level estimates developed?

Each route was driven for estimated mileage per trip. Mileage was multiplied by number of trips which was then multiplied by the number of days. Same format for hours. Based on past service ridership numbers from previous years a future estimate was established.

4. FINANCIAL INFORMATION (OPERATING GRANTS)

- This is a summary of "Attachment A" that provides a detailed chart of accounts.
- Data entered below **must** agree with amounts submitted via "Attachment A" spreadsheet.

SUMMARY

Category		SFY 2012 Actual Amt	SFY 2013 Budgeted Amt	SFY 2014 Projected Amt	SFY 2015 Projected Amt
Administration	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Capital (Preventive Maintenance)	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Capital (ADA paratransit)	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Operating	Budget Amount (Total amt)				
	Budget Amount (Net, less fare revenue)				
	Grant Request (Federal amt)				
	Minimum 50% Match Required				
Mobility Mgt	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Revenue/Match	Budget Amount				
TOTAL	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum Match Required				

- Describe any eligibility limitations on passengers for the proposed service. None.
- Describe any trip purpose limitations or priorities on services that you are requesting operating funds for. None.

c. Please list the number of employees to be paid, in whole or in part, with federal funds-in the following categories:

- Administration: 1
- Operations: 1
- Maintenance: 3
- Mobility Mgt:
- Other (explain):

5. COORDINATION

a. Identify which regional Coordinated Public Transit-Human Services Transportation Plan(s) this project is included in. *(Required for 5310, 5316 & 5317 applications)*

Plan Creator (ex: Planning Commission)	Date Adopted	Page Project Derived From
Nashua Regional Planning Commission	December 20, 2006	52
Long Range Transportation Plan 2011-2035	October 20, 2010	Chp 4 pg 7

b. How does this project meet the needs and strategies addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan(s) referenced above?

Continues to improve route efficiency creating ½ hour headways with greater access to jobs.

c. List agencies with which you have coordination agreements, and indicate the type of coordination activity: (Check all that apply and list partner agencies for each).

- | | |
|----------------------------------------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> 1. RCC Membership (RCC Name & #) | Nashua Regional Planning Commission |
| <input type="checkbox"/> 2. Purchasing of vehicle parts | _____ |
| <input type="checkbox"/> 3. Maintenance services | _____ |
| <input type="checkbox"/> 4. Marketing, grant writing or fundraising | _____ |
| <input type="checkbox"/> 5. Dispatching or scheduling of trips | _____ |
| <input type="checkbox"/> 6. Purchase of vehicle insurance | _____ |
| <input type="checkbox"/> 7. Fuel purchasing | _____ |
| <input type="checkbox"/> 8. Training of drivers or other staff | _____ |
| <input type="checkbox"/> 9. Financial management or billing | _____ |
| <input type="checkbox"/> 10. Sharing of vehicles with other agencies | _____ |
| <input type="checkbox"/> 11. Other (list) | _____ |

6. SUPPLEMENTAL INFORMATION

Provide any additional information that may help explain your project or elaborate on previous answers, up to one page per project.

7. **ATTACHMENTS CHECKLIST** (please attach the following documents in order as listed)

Application requires:

Label	Description
A	Attachment "A", for chart account details to support financial summary
B	Letters of commitment of matching funds
C	In-kind match valuation methodology (if in-kind match is used)
D	Public Notice of grant application (note: operating assistance requests must provide an opportunity for public hearing)
E	List of Board of Directors with affiliations if any
F	Public transit operator certification which shall indicate that the public transit operator in the project area, if one exists, is unable to provide the service proposed under this application
G	Bus Schedule and fare information (if applicant is public transit operator)
H	Service Area map with transit routes and population density for project area(s). Map may be obtained from regional planning agencies
I	Vehicle inventory (unless already on file at NHDOT)
J	Section 5311 Public Transit Applicants only: Organizational chart or list that shows management & operations positions (less drivers) and the percentage breakdown of the programs that fund each position (see sample org chart provided)
K	Section 5316 & 5317 Applicants only: Letter of support from the RCC (Regional Coordinating Council) or RCCs that the proposed project will operate in.

8. **SIGNATURE**

I certify that to the best of my knowledge the information in this application is true and accurate and that this organization has the necessary fiscal, legal and managerial capability to implement and manage the project associated with this application.

(Must be signed by someone with authority to sign contracts on behalf of your organization.)

Signature: Donnalee Lozeau

Date: March 21-2013

Printed Name: Donnalee Lozeau

Title: Mayor

Agency: City of Nashua

**JARC and NEW FREEDOM
ATTACHMENT A - Financial Information**

I am applying for funding under the following FTA Program:

5316 JARC _____
5317 NEW FREEDOM _____

AGENCY: NASHUA TRANSIT

A. CAPITAL MOBILITY MANAGEMENT 80%

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt.	FY 2014 Projected Amt.	FY 2015 Projected Amt.
501.04	Administrative Salaries & Wages				
501.06	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital Medical and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation				
502.09	Sick Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance				
502.14	Other Fringe Benefits				
503.00	Management Services				
503.01	Education Services				
503.02	Professional & Technical Services				
503.03	Temporary Services				
503.04	Contract Services				
503.05	Security Services				
503.06	Office & Communications Equipment Repair				
503.07	Printing				
503.08	Office Services				
503.09	Inventory Purchases				
503.10	Office Supplies & Materials				
503.11	Educational & First Aid Supplies				
503.12	Other Educational Supplies				
503.13	Telephone				
503.14	Business Operation				
503.15	Physical Damage Insurance				
503.16	Liability & Property Insurance				
503.17	Uninsured Settlements				
503.18	Provision for Uninsured Settlements				
503.19	Reserves of Settlements				
503.20	Other Corporate Insurance				
503.21	Other Insurance				
503.22	Licensing & Registration Fees				
503.23	Other Taxes				
503.24	Books & Subscriptions				
503.25	Travel & Meetings				
503.26	Advertising/Direction Media				
503.27	Mobility Management				
503.28	Other Misc. Expenses				
503.29	Other Administrative Facilities				
503.30	Contributed Services				
500.00	Fund Code				
	Sub-Total	0.00	0.00	0.00	0.00
	Grant Amount Requested - Maximum 80%				
	Minimum Match Amount Required	0.00	0.00	0.00	0.00

ATTACHMENT A - Financial Information

I am applying for funding under the following FTA Program:

5316 JARC

5317 NEW FREEDOM

AGENCY: NASHUA TRANSIT

B. CAPITAL - PREVENTIVE MAINTENANCE 80%

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.05	Maintenance Wages & Salaries	29,089.00	29,313.00	27,224.00	28,825.00
501.99	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Workers Compensation				
502.09	Sick Leave				
502.10	Boiler				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Dorm and Work Clothing Allowance				
502.14	Other Fringe Benefits				
503.05	Contract Maintenance Services				
503.06	Building Repair & Maintenance				
503.10	Painting				
504.01	Fuel & Lubricants Consumed				
504.02	Tires & Tubes Consumed				
504.03	Inventory Purchases				
504.05	Educational and First Aid Supplies				
504.09	Other Material & Supplies	23,799.00	24,730.00	24,021.00	24,822.00
505.00	Contracted Services				
505.01	Direct Costs				
	Sub-Total	52,888.00	54,043.00	51,245.00	53,647.00
	Grant Amount Requested - Minimum 80%				
	Minimum Match Amount Required	52,888.00	54,043.00	51,245.00	53,647.00

ATTACHMENT A - Financial Information

I am applying for funding under the following FTA Program:

5316 JARC

5317 NEW FREEDOM

AGENCY: NASHUA TRANSIT

C. OPERATING 50%

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.01	Operator's Salaries & Wages	144,241.00	147,384.00	150,383.00	155,512.00
501.03	Dispatcher's Salaries & Wages				
501.05	Maintenance Wages & Salaries				
501.09	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation				
502.09	SICK Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance				
502.99	Other fringe benefits	23,323.00	23,812.00	28,845.00	29,621.00
503.01	Temporary Services				
503.05	Contract Maintenance Services				
503.09	Building Repair & Maintenance				
503.10	Training				
504.01	Fuel & Lubricants Consumed	57,371.00	58,473.00	64,056.00	64,056.00
504.02	Other Fuels Consumed				
504.03	Lubricant Purchases				
504.05	Concoidal and First Aid Supplies				
504.09	Other Materials & Supplies				
505.02	Telephone				
505.09	Other Expenses				
506.03	RDPS, Turnpike & Highway Tolls				
511.01	Long-Term Debt Obligation				
511.02	Short-Term Debt Obligation				
512.04	Passenger Revenue Vehicles				
512.05	Service Supervisory Vehicles				
512.06	Operating Cars or Stages				
512.07	Maintenance Facilities				
500.00	Contracted Services				
500.00	Indirect Costs				
	Sub-Total	224,935.00	229,669.00	243,084.00	249,189.00
	Less projected Farebox Revenue				
	Net Operating	224,935.00	229,669.00	243,084.00	249,189.00
	Grant Amount Requested - Maximum 50%				
	Minimum Match Amount Required	224,935.00	229,669.00	243,084.00	249,189.00

Total Budget	277,823.00	283,712.00	294,329.00	302,838.00
Total Grant Amount Requested	0.00	0.00	0.00	253.00

ATTACHMENT A - Financial Information

I am applying for funding under the following FTA Program:

5316 JARC _____
 5317 NEW FREEDOM _____

AGENCY: NASHUA TRANSIT

E. REVENUE
IN-KIND

Include all sources of eligible In-Kind match (be specific)

Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
Total In-Kind Match	0.00	0.00	0.00	0.00

CASH MATCH

Include all sources of revenue including State match (be specific)

Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
NH DHHS - TANF	118,395.00	120,993.00	111,791.00	115,324.00
FAREBOX REVENUE	9,300.00	9,300.00	40,000.00	40,000.00
NH DOT -	150,128.00	153,419.00	142,538.00	147,512.00
Total Cash Match	277,823.00	283,712.00	294,329.00	302,836.00

Grant Request	0.00	0.00	0.00	0.00
Based on Budget, minimum match required	277,823.00	283,712.00	294,329.00	302,836.00
Revenue Total	277,823.00	283,712.00	294,329.00	302,836.00

Note: Revenue Total must equal Total Budget Amount submission on Section A Financial Information in application.

ATTACHMENT A - Financial Information

I am applying for funding under the following FTA Program:

5316 JARC

5317 NEW FREEDOM

AGENCY: NASHUA TRANSIT

F. SUMMARY

Category		FY 2012 Actual Amount	FY 2013 Budgeted Amt.	FY 2014 Projected Amt.	FY 2015 Projected Amt.
Mobility Mgt	Budget Amount	0.00	0.00	0.00	0.00
	Grant Request	0.00	0.00	0.00	0.00
	Minimum Match Required	0.00	0.00	0.00	0.00
Capital PM	Budget Amount	52,888.00	54,043.00	51,245.00	53,647.00
	Grant Request	0.00	0.00	0.00	0.00
	Minimum Match Required	52,888.00	54,043.00	51,245.00	53,647.00
Operating	Budget Amount	224,935.00	229,669.00	243,084.00	249,189.00
	Net Budget Amount	224,935.00	229,669.00	243,084.00	249,189.00
	Grant Request	0.00	0.00	0.00	0.00
	Minimum Match Required	224,935.00	229,669.00	243,084.00	249,189.00
Revenue/Match	Budget Amount	277,823.00	283,712.00	294,329.00	302,836.00
TOTAL	Budget Amount	277,823.00	283,712.00	294,329.00	302,836.00
	Grant Request	0.00	0.00	0.00	0.00
	Minimum Match Required	277,823.00	283,712.00	294,329.00	302,836.00
	By Grant Match Available	0.00	0.00	0.00	0.00
	Cash Match Available	277,823.00	283,712.00	294,329.00	302,836.00
Match Still Needed	0.00	0.00	0.00	0.00	

(If match still needed is negative number you are overmatching and have adequate match identified)

(If match still needed font is red & cell is yellow then you have NOT provided sufficient match for the project)

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014

Budget Summary – Revenue and Expenses

REVENUE

DHHS TANF FUNDS	\$111,791
FTA SECTION 5316 FUNDS	142,538
FAREBOX	40,000
TOTAL REVENUE	<u>\$294,329</u>

EXPENSES

VEHICLE OPERATIONS:	<u>\$243,084</u>
<i>Operators salaries</i>	<i>\$150,383</i>
<i>Operators benefits</i>	<i>28,645</i>
<i>Fuel</i>	<i>64,056</i>

CAPITAL	<u>\$51,245</u>
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<i>Capitalized Maintenance*</i>	<i>51,245</i>
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TOTAL	<u>\$294,329</u>
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CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014

Cost Elements:

Public transit cost is a function of vehicle hours, vehicle miles and size of fleet. Examination of costs relative to its cost allocation variable yields a unit cost per mile, per hour and per vehicle. This cost allocation method is standard in the transit industry; National Transit Database requires that data be gathered and reported using this system. Visit www.ntdprogram.com for more information on public transit cost accounting, and on key indicators and performance statistics for individual regions or systems.

Cost elements are identified and calculated within the following revenue and expense section of the budget proposal.

Cost Element Analysis

Of the budgeted costs, the breakdown of costs that vary as a function of hours, miles and size of fleet is as follows:

<u>Mileage variable</u>		<u>Hours variable</u>	
Fuel	\$64,056	Operator Salary	\$150,383
Capitalized		Operator Benefits	\$28,645
Maintenance	\$51,245		
Costs variable by mile total:		\$115,301	JARC MILES 80,070
Costs variable by hour total:		\$179,028	JARC HOURS 6,426
Costs variable by vehicle total:			JARC VEH IN SVC. 2
TOTAL COST		\$294,329	
COST PER MILE:		\$1.44	
COST PER HOUR:		\$27.86	

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2015

Budget Summary – Revenue and Expenses

REVENUE

DHHS TANF FUNDS	\$115,324
FTA SECTION 5316 FUNDS	147,512
FAREBOX	40,000
TOTAL REVENUE	<u>\$302,836</u>

EXPENSES

VEHICLE OPERATIONS:	<u>\$249,189</u>
<i>Operators salaries</i>	<i>\$155,512</i>
<i>Operators benefits</i>	<i>29,621</i>
<i>Fuel</i>	<i>64,056</i>
CAPITAL	<u>\$53,647</u>
<i>Capitalized Maintenance*</i>	<i>53,647</i>
TOTAL	<u>\$302,836</u>

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2015

Cost Elements:

Public transit cost is a function of vehicle hours, vehicle miles and size of fleet. Examination of costs relative to its cost allocation variable yields a unit cost per mile, per hour and per vehicle. This cost allocation method is standard in the transit industry; National Transit Database requires that data be gathered and reported using this system. Visit www.ntdprogram.com for more information on public transit cost accounting, and on key indicators and performance statistics for individual regions or systems.

Cost elements are identified and calculated within the following revenue and expense section of the budget proposal.

Cost Element Analysis

Of the budgeted costs, the breakdown of costs that vary as a function of hours, miles and size of fleet is as follows:

<u>Mileage variable</u>		<u>Hours variable</u>	
Fuel	\$64,056	Operator Salary	\$155,512
Capitalized		Operator Benefits	\$29,621
Maintenance	\$53,647		
Costs variable by mile total:		\$117,703	JARC MILES 80,070
Costs variable by hour total:		\$185,133	JARC HOURS 6,426
Costs variable by vehicle total:			JARC VEH IN SVC. 2
TOTAL COST		\$302,836	
COST PER MILE:		\$1.47	
COST PER HOUR:		\$28.81	

CITY OF NASHUA JARC PROJECT BUDGET PROPOSAL
FY 2014 and FY 2015

SERVICE PROJECTION

	FY 2014		FY 2015		Totals
	FY 2014 PER WEEKDAY	FY 2014 TOTAL WEEKDAY	FY 2015 PER WEEKDAY	FY 2015 TOTAL WEEKDAY	TOTAL FY 2014 and FY 2015
SCHEDULED HRS	25.2	6426	25.2	6,426	12,852
SCHEDULED MILES	314	80,070	314	80,070	160,140
VEHICLE HOURS	24.5	6,247.5	24.5	6,247.2	12,495
VEHICLE MILES	304.6	77,673	304.6	77,673	155,346
REVENUE HOURS	24	6,120	24	6,120	12,240
REVENUE MILES	295.2	75,276	295.2	75,276	150,552

www.RideBigBlue.com
603-880-0100
Nashua Transit System



Effective April 9, 2012

RIDE GUIDE



Nashua Transit System



* An Honored Citizen is defined as a Veteran, Mediacare recipient, and persons 60 and older. However, persons sixty years and older are not required to pay a fare. These items are subject to change.

All buses are 100% ADA accessible

NO REFUNDS

Bus Operators and fare boxes DO NOT make change. Fare boxes accept \$1 bills and U.S. currency only.

Please notify the driver when boarding if you plan to transfer buses.

HONORED CITIZEN, STUDENT \$5.00

ADULT \$10.00

RIDE CARDS are good for 8 rides.

RIDE CARDS

HONORED CITIZEN, STUDENT \$50.00

ADULT \$40.00

Monthly Pass is good for unlimited rides for the month.

MONTHLY PASS

TRANSFERS FREE

ADULT \$1.25

HONORED CITIZEN \$1.60

STUDENT \$1.75 (18 yrs old or with school ID)

CHILDREN (5 yrs old and under) FREE

NTS CITYBUS FARES
Fare Box Required - Fares Subject to Change

Helpful Tips

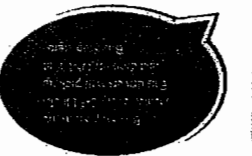
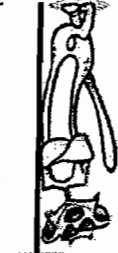
- Arrive at the bus stop a few minutes early.
- When boarding please have exact change.
- Smoking, drinking, eating, making and boisterous behavior are not allowed on the bus.
- There is a 2 bag limit per person on the bus.
- Keep your head, hands and arms inside the bus.
- Remain seated until the bus comes to a complete stop.
- Exit near door when others are waiting to board.
- Never cross in front of bus after crossing.

The times listed on this schedule are approximate. Delays may occur due to weather or traffic conditions.

TRAVEL CONDITIONS
All buses are equipped with bike racks that hold up to three single bicycles. Passengers are responsible for loading and unloading.

BIKES RIDE FOR FREE
CITYbuses are monitored with video surveillance equipment.

SAFETY & SECURITY
CITYbuses are monitored with video surveillance equipment.



Buses DO NOT OPERATE on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

NTS HOURS OF OPERATION
Monday - Friday 6:00am - 10:45pm
Saturday 9:00am - 10:45pm
Monday - Friday 8:00am - 5:00pm
TRANSIT CENTER



Nashua Transit System

CITYBUS AFTER 7 SERVICE

- BUS STOP
- BUS SHELTER
- TRANSIT CENTER (see timetable)
- NORTH END
- SOUTH END
- CENTRAL
- EDUCATION
- MEDICAL
- PARK
- SENIOR CENTER
- SHOPPING
- AIRPORT

AFTER 7 PINK ROUTE NORTH END

DEPART Transit Center	Temple St Senior Center	Chandler & Tech St	Sumner St	Wentable Plaza	Peoria	RETURN Transit Center
5:45 pm	5:40 pm	5:53 pm	6:00 pm	6:20 pm	6:23 pm	6:35 pm
6:45 pm	6:40 pm	6:53 pm	7:00 pm	7:20 pm	7:23 pm	7:35 pm
7:45 pm	7:40 pm	7:53 pm	8:00 pm	8:20 pm	8:23 pm	8:35 pm
8:45 pm	8:40 pm	8:53 pm	9:00 pm	9:20 pm	9:23 pm	9:35 pm
9:45 pm	9:40 pm	9:53 pm	10:00 pm	10:20 pm	10:23 pm	10:35 pm

Nashua Route - Service by Exp 8 Bus Station or Request

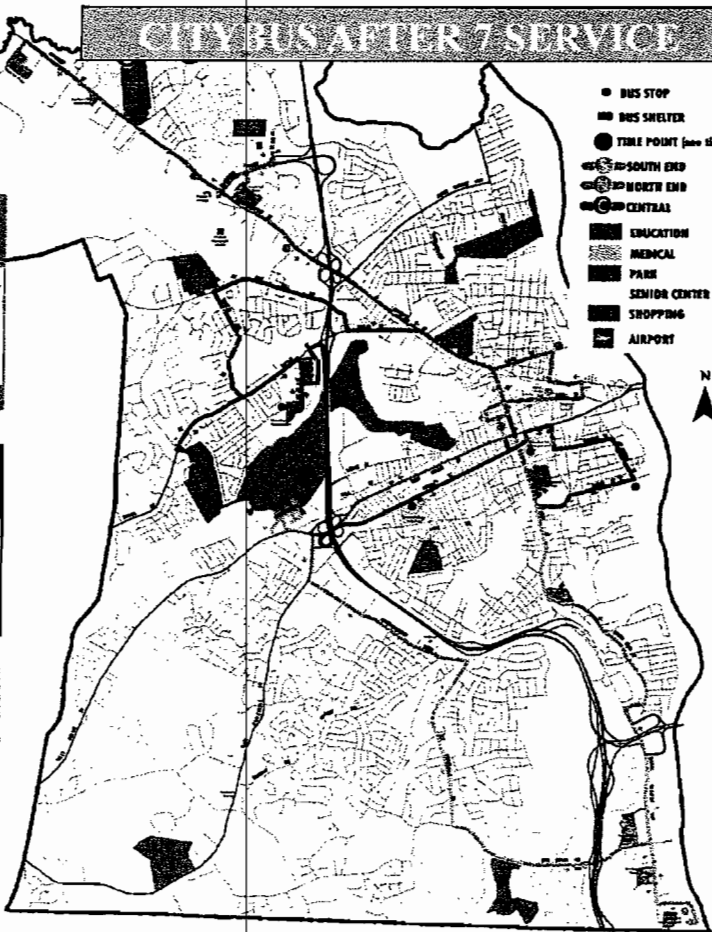
AFTER 7 BURGUNDY ROUTE CENTRAL

DEPART Transit Center	Arlington & Barker St	Downtown Mills St	Pine Hill CW College	Hammond Harlow Mall	St Joseph Hospital	RETURN Transit Center
5:45 pm	5:53 pm	6:00 pm	6:30 pm	6:20 pm	6:30 pm	6:35 pm
6:45 pm	6:53 pm	7:00 pm	7:30 pm	7:20 pm	7:30 pm	7:35 pm
7:45 pm	7:53 pm	8:00 pm	8:30 pm	8:20 pm	8:30 pm	8:35 pm
8:45 pm	8:53 pm	9:00 pm	9:30 pm	9:20 pm	9:30 pm	9:35 pm
9:45 pm	9:53 pm	10:00 pm	10:30 pm	10:20 pm	10:30 pm	10:35 pm

AFTER 7 ORANGE ROUTE SOUTH END

DEPART Transit Center	Beverly St	SW Brook & Tappan Blvd	Road Ridge Center	Pleasant Lane Mall	Starbuck	RETURN Transit Center
5:45 pm	5:51 pm	6:03 pm	6:07 pm	6:15 pm	6:25 pm	6:35 pm
6:45 pm	6:51 pm	7:03 pm	7:07 pm	7:15 pm	7:25 pm	7:35 pm
7:45 pm	7:51 pm	8:03 pm	8:07 pm	8:15 pm	8:25 pm	8:35 pm
8:45 pm	8:51 pm	9:03 pm	9:07 pm	9:15 pm	9:25 pm	9:35 pm
9:45 pm	9:51 pm	10:03 pm	10:07 pm	10:15 pm	10:25 pm	10:35 pm

Shaded times operate on Saturday only

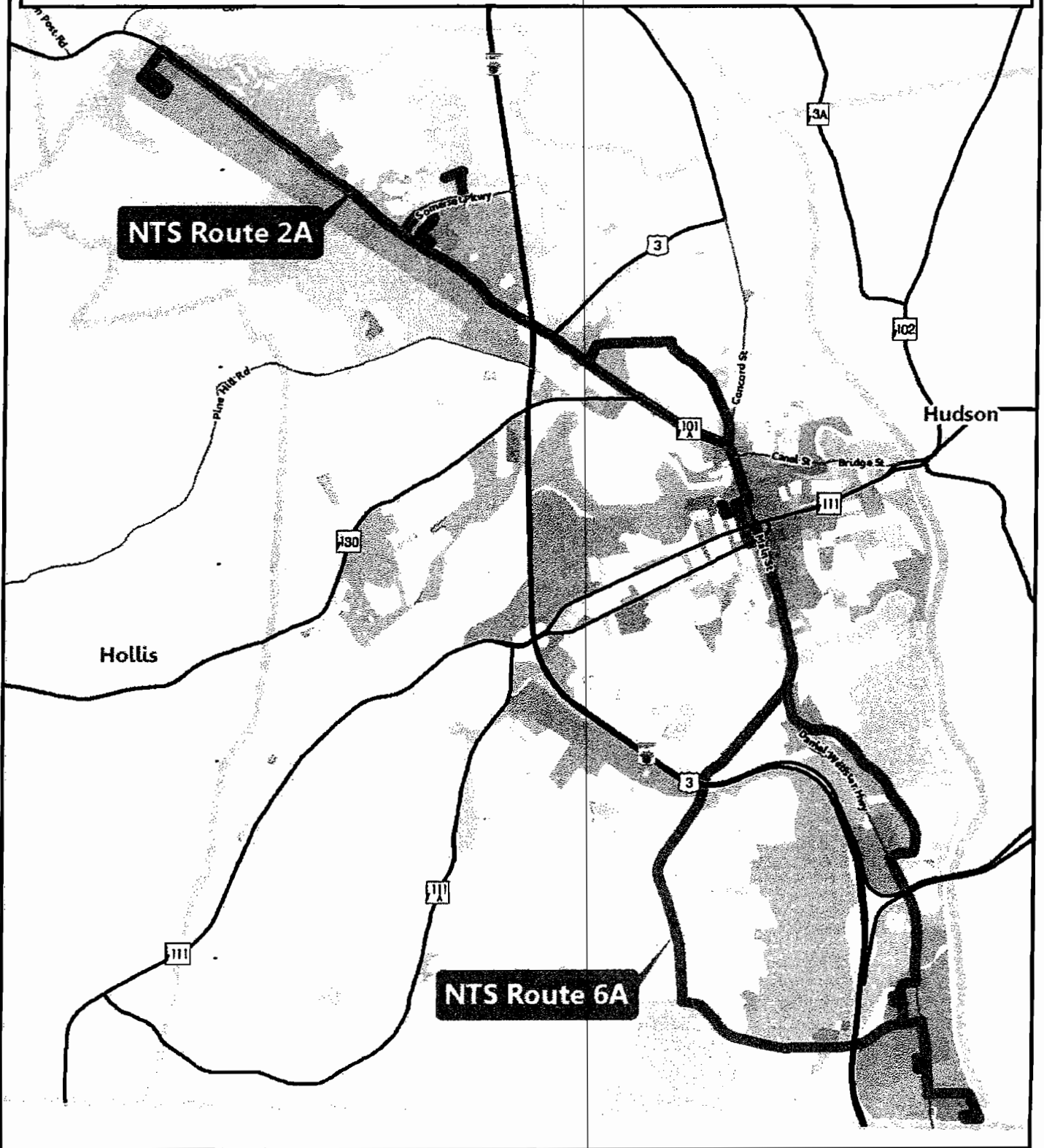




Nashua Employment Density NTS Routes 2A and 6A

Map by NRPC

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0 0.5 1 2 Miles

Source: New Hampshire Department of Employment Security, compiled by NRPC
Maps prepared by the Nashua Regional Planning Commission are for planning purposes only. NRPC uses data gathered from multiple sources at various states of accuracy. No warranties, expressed or implied, are provided for the data here in its use, or its interpretation.



Employees per Square Mile per Census Block

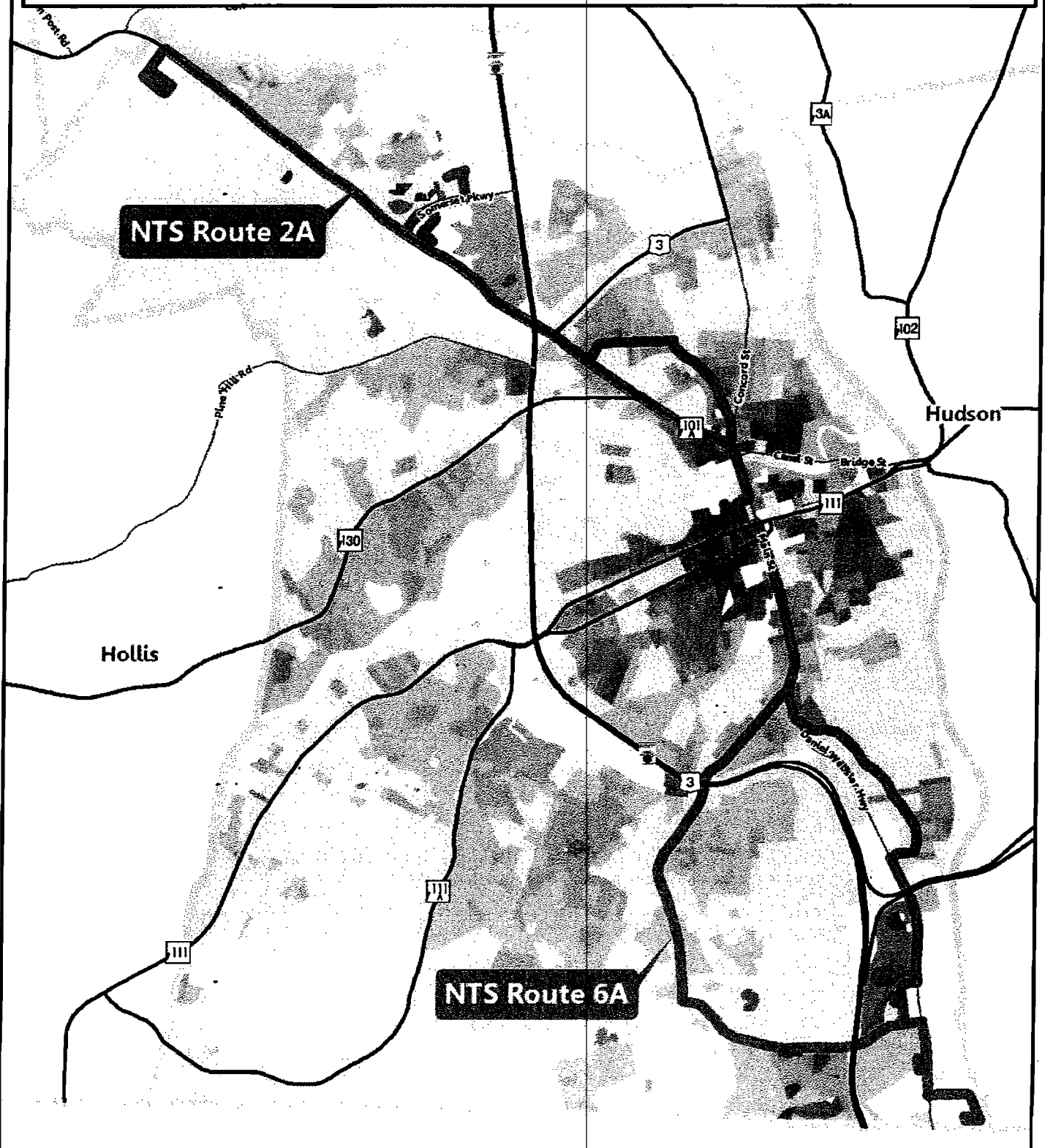
20 200 1000 7500 20000 100000



Nashua Population Density NTS Routes 2A and 6A

Map by NRPC

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Document Path: J:\GIS\Projects\2013\WTS\JARC\PopDensity.mxd



0 0.5 1 2 Miles

Source: U.S. Bureau of the Census 2010 SF1 Total Population by Census Block
Maps prepared by the Nashua Regional Planning Commission are for planning purposes only. NRPC uses data gathered from multiple sources at various scales of accuracy. No warranties, expressed or implied, are provided for the data herein its use, or its interpretation.



People per Square Mile

2500 10000 20000 100000

NASHUA TRANSIT VEHICLES

NTS INVENTORY
 City of Nashua, NH
 Category: Vehicles
 Date: March 4, 2013

Description	NTS#	VIN #
2001 Gillig Low Floor 30'	207	15GGE271511090616
2001 Gillig Low Floor 30'	208	15GGE271711090617
2001 Gillig Low Floor 30'	209	15GGE271911090618
2001 Gillig Low Floor 30'	210	15GGE271011090619
2001 Gillig Low Floor 30'	211	15GGE271711090620
2001 Gillig Low Floor 30'	212	15GGE271911090621
2001 Gillig Low Floor 30'	213	15GGE271011090622
2005 Gillig Low Floor 35'	214	15GGB211251076163
2009 ARBOC/CHEV	420	1GBKG316691133897
2009 ARBOC/CHEV	421	1GBKG316191133712
2009 ARBOC/CHEV	422	1GBKG316491133249
2009 ARBOC/CHEV	423	1GBKG316091133376
2009 ARBOC/CHEV	424	1GBKG316691133981
2009 ARBOC/CHEV	425	1GBKG316191134052
2009 ARBOC/CHEV	426	1GBKG316291133590
2009 ARBOC/CHEV	427	1GBKG316391133291
2001 FORD AERO	415	1FDXE45F61HB21912
2010 FRHT TROLLEY	303	4UZAACDT7ACAS4852
2011 FRHT TROLLEY	302	4UZAACDT5ACAS4851
2012 FRHT TROLLEY	301	4UZAACDT3ACAS4850



NRPC

NASHUA REGIONAL PLANNING COMMISSION

March 6, 2013

Patrick Herlihy
NH Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Re: **NTS JARC Application**

Dear Patrick,

The Nashua Regional Planning Commission (NRPC) enthusiastically supports the Nashua Transit System (NTS) application for Job Access Reverse Commute (JARC) funding.

NTS will use the additional funding to continue reduced headways on Routes 2A and 6A. The reduced headways have added increased flexibility for riders, making transit a viable option for accessing employment sites. The NRPC Transit Plan identifies the need to reduce headway time as a high priority goal for the region. This improvement to the service has enabled more people to utilize public transit and provide improved connections to diverse employment, educational, and entertainment opportunities.

If you have any questions or concerns do not hesitate to contact me at 424-2240 ext. 28, or email at timr@nashuarpc.org.

Sincerely,

NASHUA REGIONAL PLANNING COMMISSION

Tim Roache
Assistant Director

#200AA-224

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1959 YEARS 2009

AMHERST | BROOKLINE | HOLLIS | HUDSON | LITCHFIELD | LYNDENBOROUGH | MASON | MERRIMACK | MILFORD | MONT VERNON | NASHUA | PELHAM | WILTON

(603) 424-2240 9 Executive Park Drive Suite 201 Merrimack, NH 03054-4058 www.nashuarpc.org

**CITY OF NASHUA, NEW HAMPSHIRE
LIST OF PRINCIPAL OFFICIALS
FISCAL YEAR 2013**

MAYOR

DONNALEE LOZEAU

ALDERMEN AT LARGE

MARK S. COOKSON

BRIAN McCARTHY, PRESIDENT

DAVID W. DEANE

JIM DONCHESS

BARBARA PRESSLY

LORI WILSHIRE, VICE PRESIDENT

WARD ALDERMEN

KATHY VITALE

WARD 1

PAUL M. CHASE JR.

WARD 6

RICHARD DOWD

WARD 2

JUNE CARON

WARD 7

DIANE SHEEHAN

WARD 3

MARY ANN MELIZZI-GOLJA

WARD 8

ARTHUR T. CRAFFEY JR

WARD 4

DANIEL MORIARTY

WARD 9

MICHAEL J. TABACSKO

WARD 5