



THE STATE OF NEW HAMPSHIRE 513 at 7:31 DEPARTMENT OF TRANSPORTATION



JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301 Bureau of Rail & Transit May 6, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Tri-County Community Action Program, Inc. (Vendor # 177195), Berlin, NH, for an amount not to exceed \$862,248 for public transportation services in the North Country region, for the period July 1, 2013 through June 30, 2015, effective upon approval by Governor and Council. 100% Federal Funds.

Funding for this agreement is available in the FY 2014 and 2015 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

04-96-964010-2916
Public Transportation
072-500575 Grants to Non-Profits-Federal \$431,124 \$431,124

EXPLANATION

The Department has approved a request for Federal Transit Administration (FTA) funding from Tri-County Community Action Program, Inc. to assist in the provision of public transit service in the North Country region. Tri-County Community Action Program, Inc. is a private, non-profit organization providing rural public transportation services for the general public and elderly individuals and individuals with disabilities in Coos and Grafton Counties as North Country Transit (NCT) and Carroll and Belknap Counties as Carroll County Transit (CCT).

North Country Transit provides public transportation in Berlin-Gorham, Lancaster-Whitefield-Littleton, and northern Coos County. Carroll County Transit's Blue Loon buses provide public transportation in southern Carroll County with a flex route connecting to Laconia.

The bus schedules for Tri-County Community Action Program, Inc. are attached to this Agreement.

The Department's proposed FY 2014 and 2015 operating budget includes funds from the Federal Transit Administration (FTA) Section 5311 non-urban area formula program for public transportation in non-urbanized areas. Tri-County Community Action Program, Inc. has provided public transit utilizing these funds since 1993. The Department has allocated funding for the coming biennium based on prior funding levels, applications received, and available FTA funds. For the SFY 2014-2015 biennium the FTA Section 5311 allocation for Tri-County Community Action Program, Inc. is \$824,862.



In addition to funds for transit operation, FTA Section 5316 Jobs Access and Reverse Commute program funds in the amount of \$37,386 are allocated to Tri-County Community Action Program, Inc. for SFY 2014 to supplement operation of the Tri-Town (Whitefield-Lancaster-Littleton) route.

Of the total funds in this agreement, \$555,146 will support North Country Transit and \$307,102 will support Carroll County Transit.

Tri-County Community Action Program, Inc. will provide the required matching funds, 20% for administration and/or capital and 50% for operations.

The Department released a public notice on February 8, 2013 announcing the availability of funding from the FTA Section 5311 (Formula Grants for other than urbanized areas), Section 5316 (Jobs Access and Reverse Commute), and Section 5317 (New Freedom) with application submissions due March 29, 2013.

The Department received applications for eight (8) rural public transit systems as follows:

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Acronym	Transit System	Applicant			
AT	Advance Transit	Advance Transit			
	and to	Community Action Programs Belknap-Merrimack			
CAT	Concord Area Transit	Counties			
	·	Community Action Programs Belknap-Merrimack			
WTS	Winnipesaukee Transit System	Counties			
	Community Alliance Transportation				
CAHS	Services	Community Alliance for Human Services			
		VNA @ Home Healthcare, Hospice & Community			
VNA	City Express	Services			
NCT	North Country Transit	Tri-County Community Action Program			
CCT	Carroll County Transit	Tri-County Community Action Program			
CRT	Connecticut River Transit	Connecticut River Transit			

An evaluation committee that consisted of Shelley Winters (NHDOT Rail & Transit Administrator), Frederick Butler (NHDOT Rail & Transit Transportation Specialist), and Christopher Morgan (retired NHDOT Rail & Transit Administrator) reviewed, evaluated and scored applications based on criteria as indicated in the application materials and the Department's State Management Plans for FTA programs. Every application met the Department's criteria for inclusion in its SFY 2014 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems.

Evaluation Criteria	Weight
The proposed service effectively addresses a demonstrated community need.	10%
The applicant has the fiscal and technical capacity and adequate budget to operate its service.	15%
3 The applicant has successful experience in providing transportation services.	15%
The application shows coordination with other transportation providers in the service area: public, nonprofit, and for-profit.	10%
The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government.	10%
The applicant demonstrates effort to involve the private sector in the delivery of transportation services.	5%



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Elderly and disabled citizens have full access to the applicant's services.	10%
The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
The applicant complies with relevant Federal and state regulations, and has a history of compliance with regulations and reporting requirements.	10%

100%

Rating Scale (0-10 scale)	
Explanation	Point Value
None. Not addressed or response of no value	, 0
Fair. Limited applicability	1 - 3
Good. Some applicability	4 - 6
Very Good. Substantial applicability	7 - 8
Excellent. Total applicability	9 - 10

Transit System	Average Score
Advance Transit	9.30
Concord Area Transit	8.57_
Winnipesaukee Transit System	7.40
Community Alliance Transportation Services	8.38
City Express	8.45
North Country Transit	7.27
Carroll County Transit	6.62
Connecticut River Transit	8.37

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2014 and 2015 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.

Commissioner

Attachments

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Subject:

Tri-County Community Action Program, North Country Transit SFY 14-15

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.	·						
1.1 State Agency Name	1.2 State Agency Address						
NH Department of Transportation	PO Box 483, 7 Hazen Drive, Concord NH 03220-0483						
1.3 Contractor Name	1.4 Contractor Address						
Tri-County Community Action Program, North Country Transit	31 Pleasant Street, Suite 100, Berlin NH 03570						
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation						
Number 603-752-1741 04-96-96-964010-2916-072	June 30, 2015 \$862,248.00						
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number						
Patrick C. Herlihy, Director of Aeronautics, Rail & Transit	603-271-2468						
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory						
I Start fig	Peter Higbee, Chief Operations Officer						
1.13 Acknowledgement: State of NH , County of Co	The second secon						
	A STATE OF THE STA						
on May 3, 2012, before the undersigned officer, personall proven to be the person whose name is signed in block 1.11, and ac	by appeared the person identified in block 1.12, or satisfactorily sknowledged 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	1.13.1 Signature of Notary Public or Justice of the Peace						
[Seal] Élaine Manueller	·						
1.13.2 Name and Title of Notary or Justice of the Peace							
Elaine Wheeler, Notary							
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory						
Lac CV	Parnen Cherling, Director						
1.16 Approval by the N.H. Department of Administration, Division	on of Personnel (if applicable)						
Ву:	Director, On:						
1.17 Approval by the Attorney General (Form, Substance and Exe	ecution)						
By: 30 300 On: 5/9/13							
1.18 Approval by the Governor and Executive Council	. 1						
Ву:	On:						

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two
- (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

shall never be paid to the Contractor;

- 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 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the

prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

intent, and no rule of construction shall be applied against or

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

- 16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBITS TO CONTRACT

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

BUDGET

EXHIBIT C

SPECIAL PROVISIONS

EXHIBIT D

VEHICLE INVENTORY

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF CORPORATE VOTE

CERTIFICATE OF INSURANCE

REQUIRED FEDERAL CLAUSES

U.S. DEPARTMENT OF LABOR 13(C) WARRANTY

FINANCIAL AUDIT or PROFIT & LOSS STATEMENT

LIST OF THE BOARD OF DIRECTORS

LIST OF KEY PERSONNEL AND SALARIES

RESUMES OF THOSE INVOLVED WITH PROJECT

REQUIRED QUARTERLY REPORT FORM REQUIRED CHARTER REPORT FORM REQUIRED NTD REPORT FORM BUS SCHEDULE

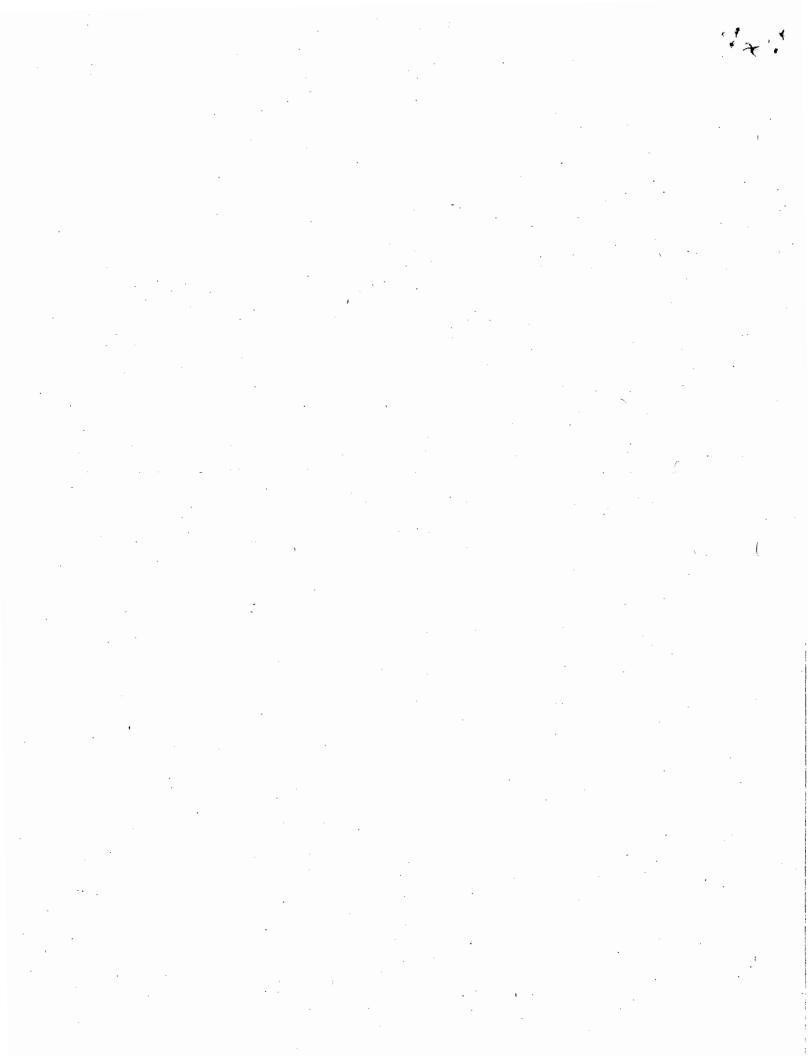


EXHIBIT A

SCOPE OF SERVICES

July 1, 2013 - June 30, 2015

The Contractor, Tri-County Community Action Program, shall provide the following public transit service(s):

- A.1.A Fixed route, demand-responsive, and/or route deviation public transit services in Coos County to include the towns of Carroll, Clarksville, Colebrook, Columbia, Dalton, Dummer, Errol, Gorham, Jefferson, Lancaster, Milan, Northumberland, Pittsburg, Randolph, Shelburne, Stark, Stewartstown, Stratford, Whitefield and the City of Berlin; Grafton County to include the towns of Bethlehem, Franconia, Lincoln, Lisbon, Littleton, Sugar Hill, and Woodstock, as detailed in the "Project Description" of the Contractor's application to the Department for Section 5311 funding, including map of service areas and fare structure.
- A.1.B Fixed route, demand-responsive, and/or route deviation public transit services in Carroll County to include the towns of Albany, Conway, Effingham, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro and Wolfeboro; and Belknap County to include the towns of Center Harbor, Meredith and Laconia, as detailed in the "Project Description" of the Contractor's 5311 application, and pending final Department approval, for Section 5311 funding, including map of service areas and fare structure. Carroll County Transit services shall not begin and shall not be reimbursable with 5311 funding until the Department issues a Notice to Proceed. The Department will issue a Notice to Proceed that will authorize the commencement of contracted services and will provide a detailed scope of services relative to Carroll County Transit 5311 services.
- A.2 The Contractor shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the State, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.
- A.3 The Contractor shall utilize ADA-compliant vehicles outlined in Exhibit D, Project Equipment purchased by the State and identified by Vehicle Identification Numbers to be appended to this agreement.

EXHIBIT B

BUDGET

B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Section 5311 and 5316 portion of the eligible project costs. Federal funds are granted as follows:

	COOS COUNTY		CARROLL COUNTY		
•	FY 2014	FY 2015	FY 2014	FY 2015	
Section 5311	•				
· Administration,	\$107,826	\$107,826	\$ 37,818	\$ 37,818	
Capital (PM)	\$ 45,980	\$ 45,980	\$ 22,075	\$ 22,075	
Operating	\$ 86,381	\$123,767	\$ 93,658	\$ 93,658	
Section 5316		•		. ,	
Operating	\$ 37,386			<u> </u>	
Total Federal Funds	\$277,573	\$277,573	\$153,551	\$153,551	

Funds are contingent upon Federal and State appropriations.

- B.2 Fourteen days prior to the submission of the Contractor's first request for Federal Section 5311 reimbursement, the Contractor shall submit to the State a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract. Revisions that meet or exceed a 10% and \$2,500 change will require a detailed explanation. Budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.
- B.3 The Contractor may seek reimbursement for eligible expenses listed in "Budget Categories and Line Items," listed in Guidelines for Establishment of Accounting and Bookkeeping Procedures for Recipients of Section 5311 (Rural and Small-Urban Program) Funds, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit
- B.4 At the sole discretion of the State, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.

EXHIBIT C

SPECIAL PROVISIONS

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$3,000,000 General Aggregate and \$2,000,000 per occurrence excess liability for Tri-County Community Action Program, Inc. in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

- **C.1.** Amend P-37 Section 2. "EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED" by adding the following:
 - 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- **C.2.** Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:
 - 5.5 The Contract Price Limitation represents the maximum to be paid by the State to the Contractor under this contract. It shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Operating, administrative and capital costs are identified in Exhibit B. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
 - 5.6 In the event that revenues exceed the total allowable costs, said revenues in excess of total allowable costs shall be placed in an interest bearing account within 30 days of the Completion Date and made available to the State upon demand.
 - 5.7 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 225 (formerly OMB Circular A-87). No requests for advance payment will be accepted by the State.
 - 5.8 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.
 - 5.9 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement. Contract reimbursements shall not exceed 50% of the total contract amount in any given quarter.
 - 5.10 Final Payment. Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment. (i.e., payment for the last month or

portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.

- C.3. Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:
 - 6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex or national origin.
 - 6.6 The provisions of the Office of Management and Budget Circular A-102, 49 CFR Part 18, shall apply to local administration of this agreement and any subcontracts under this agreement.
- **C.4.** Amend P-37 Section 9. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:
 - 9.4 The following restrictions apply to all subject data first produced in the performance of this 'agreement:
 - a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
 - b) As authorized by 49 CFR Part 18.34, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
 - 9.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor or subcontractor its license in the copyright to the date derived under this Agreement or a copy of the data first produced under this Agreement.
 - 9.6 The Contractor shall indemnify, save and hold harmless the State and United States, their officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
 - 9.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.

- 9.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 9.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.
- C.5. Amend P-37 Section 10. "TERMINATION" by adding the following:
 - 10.1 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.
 - 10.2 Termination; Liability. In the event of termination under Section 4 or 10.4 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including refund of any federal funds required by FTA.
 - 10.3 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.
 - 10.4 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.
- C.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:
 - 12.1 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.
- C.7. Amend P-37 by adding "DEFINITIONS" as Section 25:

25. DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit A and which satisfy the requirements of 41 CFR Part 1-15, Subpart 1-15.7.

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

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

REVENUE: Fares from individuals or other direct income for the public transportation services being provided by the Contractor. Revenues also include funds from contracts, purchase of service agreement, and excess matching funds that directly benefit the transportation service.

SECTION 5311: Section 5311 of the Federal Transit Act of 1964, as amended.

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

- C.8. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:
- 1. Ledgers. Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.
- 2. Accounts Receivable. Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger on a form approved by the State. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.
- .3. Payables. Contractor and/or subcontractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager. Immediately upon payment, Contractor and/or subcontractor shall make entries to the appropriate ledger sheets documenting payment. (Each subcontractor shall identify a Contract Manager).
- 4. Voucher and Receipt Register. Contractor and/or subcontractor shall establish and maintain two registers, which will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
- .5. Check Register. Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.

- .6. Time Sheet, Taxes, and Benefits. Contractor and/or subcontractor shall require each of its employees to submit weekly time reports designating work performed and time spent on such work. The contractor shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports, and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.
- .7. Reimbursements. Prior to the fifteenth day of each month, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.
- .8. Maintenance of Records. The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
- of three (3) years after the FTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
- .10. Independent Audit. The Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
 - .10.1. In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
- .11. The Contractor shall submit quarterly performance and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting.

- C.9. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:
 - 27. PROJECT EQUIPMENT AND REAL PROPERTY. The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:
 - a. All procurements shall be made in accordance with 49 CFR Part 18 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Part 660.
 - b. All vehicles shall be purchased by the State, unless the Contractor has received prior approval from the State to procure vehicles.
 - c. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Contractor subject to the prior approval of the State.
 - d. Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
 - e. In the event that this agreement is terminated, all project equipment and property becomes the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1F, and the Section 5311 State Management Plan.
- C.10. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:
 - 28. EQUIPMENT CERTIFICATION. The Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contract shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by May 31st of each year.
- C.11. Amend P-37 by adding "EQUIPMENT MAINTENANCE" as section 29:
 - 29. EQUIPMENT MAINTENANCE. Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit A. Contractor shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The contractor shall certify proper maintenance procedures, i.e. strict compliance with the vehicle preventive maintenance guidelines, on vehicle reports. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

C.12. Amend P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:

30. REPAIR RECORDS AND REPORTS. The Contractor shall maintain a complete and up to date record of all motor vehicle repairs, and shall make such records available to the State and FTA upon demand.

C.13. Amend P-37 by adding "VEHICLE STORAGE" as section 31:

31. VEHICLE STORAGE. With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the Contractor shall park or garage each vehicle so as to ensure maximum available protection and safety for each vehicle. The Contractor shall also ensure that each vehicle will be parked or garaged in such a manner that its daily operations are not impaired or curtailed by conditions of weather or any other circumstances. The Contractor shall notify the State of the location of the garaging site and any relocation.

C.14. Amend P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:

32. TRAINING AND DRIVER REVIEW. The State may require participation in training courses determined to be essential to FTA program management in this contract period and may require participation in such training programs as it deems necessary by drivers and other employees involved in the transportation of the public. Training to include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

C.15. Amend P-37 by adding "SAFETY REQUIREMENTS" as section 33:

33. SAFETY REQUIREMENTS. All project equipment shall be inspected and certified by the Department of Safety, and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.

The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any accident in compliance with State law.

The Contractor shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.

C.16. Amend P-37 by adding "SERVICE LIMITATIONS" as section 34:

34. SERVICE LIMITATIONS. The Contractor shall not engage in the provision of transportation services other than those described in Exhibit A, or outside the service area described in Exhibit A, without the written consent of the State and without obtaining the appropriate operating authority. The Contractor shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.

C.17. Amend P-37 by adding "CONTRACTOR REPRESENTATIONS" as section 35:

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

C.18. Amend P-37 by adding "LABOR PROVISIONS" as section 36:

36. LABOR PROVISIONS. The Contractor agrees to adhere to the terms and conditions of the Special Section 13(c) Warranty incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit A.

The requirements of 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available for inspection, copying, or transcription by authorized representatives of the FTA, USDOT, Department of Labor or State, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C.19. Amend P-37 by adding "PATENT RIGHTS" as section 37:

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

C.20. Amend P-37 by adding "BROKERAGE REPRESENTATION" as section 38:

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

EXHIBIT D

PROJECT EQUIPMENT TRI-COUNTY COMMUNITY ACTION PROGRAM

	VEHICLE IDENTIFICATION
VEHICLE	NUMBER
2001 Molly Trolley	1FCNF53S610A14808
2003 Thomas Heavy-Duty Transit Bus	1T88M2D1131127066
2007 Eldorado Aerolite Diesel Engine	1FDWE35P37DA60971
2009 Ford Eldorado Aerolite Diesel Engine	1FDEE35P59DA25993
2009 Ford Eldorado Aerolite Diesel Engine	1FDEE35P79DA25994
2009 Eldorado Aerolite Diesel	1FDEE35P99DA51108
2010 Eldorado Aerolite 8&2 gas bus	1FDEE3FL0ADB01488
2010 Eldorado Aerolite 8&2 gas bus	1FDEE3FL1ADB01483
2010 Eldorado Aerolite 8&2 gas bus	1FDEE3FL2ADB01489
2010 Eldorado Aerolite 8&2 gas bus	1FDEE3FL7ADB01486
2010 Eldorado Aerolite 8&2 gas bus	1FDEE3FL9ADB01487
2011 Startrans Senator II bus 16&2	1FDFE4FS0ADB01895
2011 Startrans Senator II bus 16&2	1FDFE4FS2ADB01896
2011 Startrans Senator II bus 16&2	1FDF34FS4ADB01897
2011 Startrans Senator II bus 16&2	1FDFE4FS6ADB01898
2011 International Champion 24&2 bus	4DRASAAM1CJ597224
2011 International Champion 24&2 bus	4DRASAAM3CJ597225
2011 Eldorado Aerolite 8&2 Gas Bus	1FDEE3FL9BDA73420
2011 Eldorado Aerolite 8&2 bus	1FDEE3FL0BDA73421

State of New Hampshire Department of State

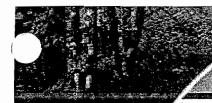
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

William M. Gardner Secretary of State



Corporation Division

Search By Business Name By Business ID By Registered Agent Annual Report File Online

Date: 4/12/2013

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name

Name Type

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP);

Legal

COMMUNITY ACTION IN COOS, CARROLL AND GRAFTON COUNTIES, INCORPORATED

Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:

63020

Status:

Good Standing

Entity Creation Date:

5/18/1965

Principal Office Address:

30 EXCHANGE ST BERLIN NH 03570

Principal Mailing Address:

30 Exchange Street Berlin NH 03570

Expiration Date:

Perpetual

Last Annual Report Filed Date:

3/5/2010

Last Annual Report Filed:

2010

Registered Agent

Agent Name:

Office Address:

No Address

Mailing Address:

No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE/AUTHORITY

I, Todd Fahey, do hereby certify that:

1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the

powers of, the Tri-County CAP, Inc., Board of Directors;

2. The following are resolutions of the corporation, duly enacted on May 3, 2013:

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals,

revisions or modifications thereto, with the State of New Hampshire, acting through its

Department of Transportation.

RESOLVED: That the Tri-County CAP COO is hereby authorized on behalf of this corporation

to enter into said contracts with the State, and to execute any and all documents, agreements, and

other instruments, and any amendments, revisions, or modifications thereto, as he may deem

necessary, desirable or appropriate.

3. Peter Higbee is the Tri-County CAP COO.

4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of

May 3, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 3rd

day of May, 2013.

Todd Fahey, Special Trustee

STATE OF NH

COUNTY OF COÖS

The foregoing instrument was acknowledged before me this 3rd day of May, 2013, by Special Trustee

Todd Fahey.

Notary Public/Justice of the Peace

My Commission Expires:

ELAINE M. WHEELER Notary Public - New Hampshire My Commission Expires February 4, 2014



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street Berlin, New Hampshire 03570

PETER HIGBEE
Chief Operating Officer

(603) 752-7001 1-800-552-4617 phigbee@tccap.org

TRICO2

$ACORD_{\scriptscriptstyle{ m M}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/27/2012

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

	ne terms and conditions of the policy, ertificate holder in lieu of such endors						ment on this	certificate does not cor	nfer rights to the
PRO	DUCER				CONTA NAME:	CT			
Davis Towle Morrill & Everett				_					603-225-7935
1115	5 Airport Road				E-MAIL			(A/C, NO):	
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	- LIMIT	s
Α	GENERAL LIABILITY			PHPK897586		07/22/2012	07/22/2013	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	s5,000
						-		PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$3,000,000
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_	AUTOMOBILE LIABILITY			PHPK897586		07/22/2012 07/22/2013	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000	
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	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$
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В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801186		07/01/2012	07/01/2013	X WC STATU- TORY LIMITS ER	
,	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)	N, A					ĺ	E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	ĺ						E.L. DISEASE - POLICY LIMIT	\$500,000
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DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ttach	ACORD 101, Additional Remarks	Schedule	e, if more space i	s required)	·· ·	
Workers Compensation									
Exc	luded Officers: Karen Matthews,	Willi	am I	Hatch and Rudy Urban	4			•	
	rkers Compensation States: NH			:				1	
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	oility and Commercial Auto policy								

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SML

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

- 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability - Contracts over \$100,000

- (1) Overtime requirements No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.
- (4) Subcontracts Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses

set forth in this section.

No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set

forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default, the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or

otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

- 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.
- If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability - Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

- (1) Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- (2) Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.
- (b) Age In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- (c) Disabilities In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
- (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

- (1) Contractor shall comply with applicable transit employee protective requirements as follows:
- (a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]
- (2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE

subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing:

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to
comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB)
Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that
expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non
Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from
Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review
or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

<u>Instructions for Certification</u>: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Tri-County Community Action Program, Inc.	
Signature of Authorized Official Date	513/13
Name and Title of Contractor's Authorized Official Peter Higbee, Chief Operations	Officer

CERTIFICATION AND RESTRICTIONS ON LOBBYING

, Peter Highee, Chief Operations Officer	_, hereby certify
(Name and title of official)	
On behalf of Tri-County Community Action Program, Inc.	that:
(Name of Bidder/Company Name)	
No federal assumptions of female basis basis maid assisting to a side basis	

- 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Cor	mpany Name	Tri-Co	unty Community	y Action	Program,	Inc.
Type or print name_	Peter Hig	bee .	2 0 5 1			
Signature of authori	zed represent	ative	Pitaly	<u></u>	Date <u>5</u>	<u> 13113</u>
Signature of notary	and SEAL	Él	aine m	une	les	

ELAINE M. WHEELER Notary Public - New Hampshire My Commission Expires February 4, 2014

Disadvantaged Business Enterprise Section a.

Separate contract goal for Disadvantaged Business Enterprise (DBE) participation

The State of New Hampshire, Department of Transportation has established a goal of 2.5% for DBE participation for this contract in lieu of the 10% national goal outlined in Section a. of the Disadvantaged Business Enterprise Federal Clause.

By signing below the Contractor agrees to comply with the applicable Federal Clauses.

Date: May 3, 2013
Company Name: Tri-County Community Action Program, Inc.
Authorized Name: Peter Higbee
THE POST OF THE PO
Signature: Peta H
Title: Chief Operations Officer
11UC. CILICA (ACCIDITATION CILITARI

SPECIAL SECTION 13(c) WARRANTY FOR APPLICATION TO THE SMALL-URBAN AND RURAL PROGRAM

Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient (the Contractor) and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project", as used herein, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to his/her employment as a result of the Project, but who is dismissed or displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model Agreement or applicable provisions of substitute comparable arrangements.

- (2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
- (2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number of classification of any jobs in the Recipient's employment available to be filled by such affected employees.
- (2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

- (3) For the purpose of providing the statutory required protections including those specifically mandated by Section 13(c) of the Act 1, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 13(c) agreement executed July 23, 1975, identified below 2, provided that other comparable arrangements may be substituted therefore, if approved by Secretary of Labor and certified for inclusion in these conditions.
- (4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his/her obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project has an effect upon the employee even if other factors may also have affected the employee.

- (5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements with the Recipient with sixty (60) days of the date s/he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.
- (6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, s/he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which s/he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide for such training or retraining at no cost to the employee.

- (8) The Recipient will post, in a permanent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising there under.
- (9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.
- (10) In the event the project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2012

INDEX TO FINANCIAL STATEMENTS

Financial Statements

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INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

We have audited the accompanying statement of financial position of Tri-County Community Action Program, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As more fully described in Note B, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had the opening balance of the net assets referred to in the preceding paragraph been susceptible to satisfactory audit tests, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note B to the financial statements, Tri-County Community Action Program, Inc. implemented the requirements of FASB ASC 958 and recorded the current year changes in net assets by class as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. For the year ended June 30, 2012, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions amounted to \$321,749. These factors, and others discussed in Note Q, indicate that the entity may be unable to continue in existence. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets or the amounts and classifications of liabilities that might be necessary in the event the entity cannot continue in existence.

The financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2011 were audited by other auditors whose report thereon, dated March 30, 2012 expressed an unqualified opinion. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note P to the financial statements that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements of Tri-County Community Action Program, Inc. other than in respect of the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued our report dated March 28, 2013, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses on pages 21 and 22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Masoner Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION Certified Public Accountants

March 28, 2013

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF FINANCIAL POSITION JUNE 30, 2012

ASSETS

ASS	ETS		
CURRENT ASSETS			
Restricted Deposit Account - Guardianship		\$	255,759
Accounts Receivable, Net		Ψ	626,033
Inventories			99,759
Total Current Assets		-	981,551
2000 Date 2110 / 1120 D			701,001
PROPERTY AND EQUIPMENT			
Plant and Equipment	1		10,260,796
Less: Accumulated Depreciation		-	(3,410,650)
Net Property and Equipment		-	6,850,146
OTHER ASSETS			
Restricted Cash - Debt Service			186,516
Other Assets			46,174
Total Other Assets	f _q		232,690
_			
TOTAL ASSETS	i k	<u>\$</u>	8,064,387
LIABILITIES A	ND NET ASSETS		
CURRENT LIABILITIES			
Current Portion of Long-Term Debt		\$	3,337,972
Current Portion of Lease Payable	•	. **	30,067
Line of Credit			793,976
Bank Overdraft			8,046
Accounts Payable			1,001,434
Accrued Compensated Absences			406,689
Accrued Salaries			114,987
Accrued Expenses			14,753
Other Liabilities			630,759
Total Current Liabilities	·		6,338,683
LONG-TERM LIABILITIES			
Long-Term Debt, Net of Current Portion			930,918
Lease Payable, Net of Current Portion			39,603
Interest Rate Swap at Fair Value			114,433
Total Long-Term Liabilities			1,084,954
TOTAL LIABILITIES			7,423,637
NEW ACCOME			
NET ASSETS	1		(201 (40)
Unrestricted			(321,749)
Temporarily Restricted			962,499
TOTAL NET ASSETS		-	640,750
TOTAL LIABILITIES AND NET ASSETS		\$	8.064.387

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2012

		Temporarily	,
	_Unrestricted	Restricted	Total
SUPPORT AND REVENUES	ф 1 # #30 #41		# 4 <i>6</i> 440 490
Grants and Contracts	\$ 15,732,761	\$ 686,718	\$ 16,419,479
Program Funding	1,935,620	•	1,935,620
Utility Programs	671,725	•	671,725
In-Kind Contributions	411,442		411,442
Contributions	266,155	80,481	346,636
Fundraising	54,929	• •	54,929
Rental Income	44,496	•	44,496
Interest Income	884	•	884
Gain (Loss) on Disposal	2,247	•	2,247
Other Revenue	212,551		212,551
Total Support and Revenues	19,332,810	<u>767,199</u>	20,100,009
NET ASSETS RELEASED FROM RESTRICTION	,		
Expiration of Program Restrictions		-	•
OPERATING EXPENSES			
Agency Fund	1,515,511	•	1,515,511
Headstart	2,522,460	-	2,522,460
Guardianship	814,151	•	814,151
Transportation	1,055,705	•	1,055,705
Volunteer	129,170	•	129,170
Workforce Development	534,9 84	. •	534,984
AOD	1,545,026	• '	1,545,026
Carroll County Dental	595,841	•	595,841
Carroll County Restorative Justice	261,197	•	261,197
Support Center	311,910	•	311,910
Homeless	908,177	•	908,177
Energy & Community Development	9,619 ,568	•	9,619,568
Elder	1,326,239		1,326,239
Total Operating Expenses	21,139,939	•	21,139,939
OTHER EXPENSES			
Loss on Interest Rate Swap	44,620		44,620
TOTAL EXPENSES	21,184,559		21,184,559
CHANGES IN NET ASSETS	(1,851,749)	767,199	(1,084,550)
Net Assets, Beginning of Year as Previously Reported	2,235,260		2,2 35,260
Prior Period Adjustment, see Note P	(705,260)	195,300	(509,960)
Net Assets, Beginning of Year, as Restated	1,530,000	195,300	1,725,300
Net Assets, End of Year	\$ (321,749)	<u>\$ 962,499</u>	\$ 640,750

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES			
Decrease in Net Assets	,	\$	(1,084,550)
Adjustments to Reconcile Change in Net Assets to Net	,		
Cash Provided by (Used in) Operating Activities:	l .		
Depreciation	/		510,568
Gain on Disposal of Property			(2,247)
Loss on Interest Rate Swap		•	44,620
(Increase) Decrease in Operating Assets:			(255 250)
Restricted Deposit Account - Guardianship			(255,759) 401,365
Accounts Receivable Inventories			(20,726)
Other Assets	•		(13,558)
Increase (Decrease) in Operating Liabilities:			(13,336)
Bank Overdraft			(222,316)
Accounts Payable			323,594
Accrued Compensated Absences			11,789
Accrued Salaries			8,387
Accrued Expenses			53,608
Other Liabilities	•		630,759
Deferred Revenue			(670,752)
Total Adjustments	1		799,332
Net Cash Used in Operating Activities	,		(285,218)
	•		
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds from Disposal of Property		**	2,247
	•		
CASH FLOWS FROM FINANCING ACTIVITIES			
Net Proceeds from Line of Credit	•		272,036
Repayment of Long-Term Debt			(107,411)
Net Proceeds from Long-Term Debt			143,000
Repayment of Capital Lease Obligation		•	(25,288) 282,337
Net Cash Provided by Financing Activities		-	202,337
	·		
NET DECREASE IN CASH	į.		
AND CASH EQUIVALENTS			(634)
· .	;		
Cash and Equivalents, Beginning of Year			187,150
Cash and Equivalents, End of Year		<u> </u>	186,516
	!		
Supplemental Disclosure of Cash Flow Information	1,		
Cash Paid During the Year For:			
Interest		<u> </u>	222,133

A NATURE OF ACTIVITIES

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit Corporation that operates a wide variety of community service programs which are funded primarily with grants or contracts from various federal, state, and local agencies.

A description of the major programs is as follows:

Agency

The Northern Forest Heritage Park (the Park) provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Agency activities also include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organizations real estate property.

Head Start

Head Start serves hundreds of children and their families in seventeen classrooms at eleven locations throughout the three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire (NH) residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. Our fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents, Our volunteers donate over 50,000 hours yearly.

Workforce Development

Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. We also serve uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Offices in eight locations are our outreach sites for local participant access. Applications for energy assistance programs, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community

Elder

The Organization's elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming; Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments; Coos County ServiceLink Aging & Disability Resource Center, which assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental. Management has concluded that realization losses on balances outstanding at year-end will be immaterial. Therefore, past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history and the age of the accounts receivable. The Organization does not charge interest on outstanding accounts receivable.

Inventories

Inventory consists of donated clothing and household items which are sold through the organizations thrift store in Lancaster, NH. These items are valued at the price for which they can be sold.

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Inventory also includes weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory of the thrift store items and weatherization materials is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

Property and Equipment

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred. Estimated useful lives are as follows:

Buildings and Improvements
Furniture and Equipment

20 to 40 years 5 to 15 years

Change in Accounting Principle

For the year ended June 30, 2012, the Organization changed its method of accounting for the difference between its assets and liabilities to comply with the requirements of FASB ASC 958 and reported its net assets according to the three classes as discussed below.

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

<u>Unrestricted net assets</u> include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

<u>Temporarily restricted net assets</u> include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

<u>Permanently restricted net assets</u> include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2012.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Materials and Services

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

In-Kind Donations

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Advertising

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2012 was \$20,051.

Tax Status

The Organization is exempt from federal income tax under Section 501(c) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC, Accounting for Uncertainty in Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not bee recognized. Additionally the Organization did not recognize interest or penalties resulting for tax liabilities associated with recognizing uncertain tax positions for the year ended June 30, 2010.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2009, 2010, and 2011 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a supplement schedule of revenues and expenses by program. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Descriptions of the functional expense allocations included in the Organization's financial statements are as follows:

Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

<u>Paid Leave</u> is charged to a leave pool and is allocated to each program as a percentage of total salaries.

<u>Fringe Benefits</u> are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

<u>Depreciation expense</u> is allocated to each program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance.

<u>Insurance</u>: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment_is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the Paid Leave, Fringe Benefits and Other Indirect costs to the U.S. Department of Health and Human Services. The proposal effective for July 1, 2011 received provisional approval and extended approval through April 30, 2013.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 - Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2 - Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

See Note J for information related to the use of fair value measurements.

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash deposits at these financial institutions at June 30, 2012 did not exceed \$250,000. There was no amount of cash uninsured or uncollateralized as of June 30, 2012.

As disclosed in Note D, the Organization maintains a deposit account on behalf of clients who participate in the Guardianship Service Program. The total deposit balance in the account at June 30, 2012 was \$255,759. The total amount uninsured and uncollateralized at June 30, 2012 was \$5,759.

D | CASH RESTRICTIONS

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note K. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2012 was \$93 and the Organization was not in compliance with this requirement.

The Organization is required to maintain a deposit account with another bank as part of a bond issue as disclosed at Note K. The required balance in the account is \$186,516 and is equal to the interest

payments on the bond for a 12 month period. The balance as of June 30, 2012 was \$186,516 and the Organization was in compliance with this requirement.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. As reported at Note F, the Organization withdrew \$375,000 from this account during the 2012 fiscal year which is reported as additional liability in other current liabilities. The total deposit balance in the account at June 30, 2012 was \$255,759. The total current liability related to this account at June 30, 2012 was \$630,759.

E PROPERTY AND EQUIPMENT

For the year ended June 30, 2012, the balance in property and equipment consisted of the following:

Buildings and Improvements	\$ 7,686,861
Furniture and Equipment	1,983,468
Land	<u>590,467</u>
Total	10,260,796
Less Accumulated Depreciation	(3,410,650)
Total Property and Equipment, Net	<u>\$ 6,850.146</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$510,568 for the year ended June 30, 2012.

F | COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Departments satisfaction. In addition, the Department noted that the contaminants related to the West

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

NOTES TO THE FINANCIAL STATEMENTS

Wing Building did not pose an exposure hazard to site occupants, area residents, and environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment the Organization could be required to take additional action including containment and remediation.

Furthermore, the Organization was provided notice of due diligence to complete a fence that would prevent access to contaminants on the property. The fence would ultimately limit the Organization exposure to potential liability from unsuspecting guests on the property. As of June 30, 2012 the Organization had not completed construction of the fence.

Other Liabilities

During the fiscal year ended June 30, 2012, the Organization transferred \$375,000 from the Guardianship checking account into the Organizations operating account. The funds held in the Guardianship account belong to clients who are serviced by TCCAP's Guardianship Services Program and are entrusted to the Organization for the benefit of these clients. Management has identified the transfer and has recorded a liability for the amount due to the Guardianship account. This amount is recorded on the financial statements as a current liability.

G | LEASE AGREEMENTS

Capital Leases

The Organization leases equipment from Leaf Financial Corporation under a capital lease. The economic substance of the lease is that the Organization is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Organization's assets and liabilities. The following is an analysis of the leased assets included in Equipment:

Equipment		\$	159,277
Less accumulated depreciation			127,422
Net Book Value	,	\$	31.855

Future minimum payments under capital leases are as follows:

Year ending June 30,

_ ,,,		
2013		\$ 39,875
2014	ŧ	39,875
2015		3,935
Total Future Payments		83,685
Less Amount Representing Interest		 (14,015)
Present Value of Future Payments		69,670
Less Current Portion		 (30,067)
Long-Term Portion		\$ 39,603

Interest expense was \$19,021 for the year ended June 30, 2012.

Operating Leases

The Organization has entered into several lease commitments for space. Leases under non-cancelable lease agreements are as follows:

Program	Term	Annual Payment
Carroll County Restorative Justice	Oct 1, 2011 to Sept 30, 2014	\$ 2,160
Head Start	Apr 1, 2011 to Mar 31, 2013	28,878
	Apr 1, 2013 to Mar 31, 2018	30,011
	Apr 1, 2018 to Mar 31, 2023	31,143
. ,	Apr 1, 2023 to Mar 31, 2023	32,276
Head Start	Sep 1, 2010 to Aug 31, 2011	17,700
	Sep 1, 2011 to Aug 31, 2012	18,300
	Sep 1, 2012 to Aug 31, 2013	18,900
	Sep 1, 2013 to Aug 31, 2014	19,800
Head Start	Jan 1, 2011 to Dec 31, 2011	15,000
,	Jan 1, 2012 to Dec 31, 2012	15,000
Head Start	Jun 1, 2010 to May 31, 2011	10,200
•	Jun 1, 2011 to May 31, 2012	10,200
	Jun 1, 2012 to May 31, 2013	10,200
Guardianship Services	Jan 1, 2010 to Dec 31, 2011	10,356
•	Jan 1, 2010 to Dec 31, 2011	10,704
	Jan 1, 2010 to Dec 31, 2011	′ 10,944
North Country Transit	Mar 1, 2012 to Apr 28, 2013	2,880
Homeless Outreach & Community Contact	Jul 1, 2011 to Jun 30, 2013	20,088
Community Contact	Jul 1, 2011 to Jun 30, 2013	11,400
Workplace Success	Jul 1, 2011 to Jun 30, 2013	26,371

Additionally the Organization has several facilities which are leased on a month to month basis. The annual rent expense for the leased facilities was \$218,058 for the year ended June 30, 2012.

The future minimum lease payments on the above leases for the year ending June 30 are as follows:

2013		\$ 140,621
2014	r ·	57,149
2015		33,851
2016		30,011
2017		30,011

H | LINE OF CREDIT

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2012. Borrowings under the line bear interest at 6.50% per annum, and totaled \$45,000 at June 30, 2012. The line of credit is unsecured.

The Organization has available a \$800,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$729,273at June 30, 2012. The line is subject to renewal on January 31, 2013.

The Organization has available a \$25,000 line of credit with Bank of NH which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$20,003 at June 30, 2012.

I ACCRUED VACATION

Employees of the Organization are eligible to accrue vacation for a maximum of 240 days. Accrued vacation totaled \$406,689 at June 30, 2012.

J | DERIVATIVE INSTRUMENTS

As disclosed in Note K, the note payable to bank bears interest monthly of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). The Organization's purpose in entering into the swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2012, the fair value of the interest rate swap was \$114,433 and the unrealized loss was \$44,620. The fair value of the swap is included on the balance sheet as a long-term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

\mathbf{K} LONG-TERM DEBT

'			
The (Organization's long-term debt consists of the following at June 30, 2012:		
1.	Note payable to lending institution, payable in 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024.	\$	51,140
2.	Note payable to lending institution, payable in 360 monthly installments of \$1,496 including interest at 4.50% per annum. Secured by general business assets. Final installment due June 2024.		166,619
3.	Note payable to lending institution, payable in 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.		204,783
4.	Note payable to lending institution, payable in 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.		41,943
5.	Note payable to lending institution, payable in 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.		10,338
6.	Note payable to a bank, payable in 120 monthly installments of \$457 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.		18,693
7.	Note payable to a bank, payable in 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.		486,961
8.	Bond payable to a bank, payable in monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage of various properties and assignments of rents at various properties. Final installment due August 2040.		3,145,413
9.	Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012.		43,000
10.	Note payable to a non-profit organization, interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organizations fiscal year end 2013.	·	100,000
7	Total Long-Term Debt	\$	4,268,890
	Less Current Portion		3,337,972
I	Long-Term Debt Net of Current	\$_	930,918
		(Continue	l on next page

Future maturities of long-term debt are as follows for the years ended June 30:

Years Ending June 30,		
2013	\$	3,337,972
2014		46,726
2015	•	49,276
2016		50,078
2017		49,101
Thereafter	_	735,737
Total	<u>\$</u>	4,268,890

As described at Note D, the Organization is required to maintain a reserve account with a bank for loans 1 through 6 listed above. The Organization was not in compliance with this requirement. Failure to meet this requirement may be construed by the Government to constitute default.

As described at Note D, the Organization is required to maintain a reserve account with a bank related to loan 10 listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement. As of June 30, 2012, the Organization was not in compliance with all covenants. As a result, the amount outstanding at June 30, 2012 is included with as a current liability on the statement of financial position.

L | RELATED PARTY TRANSACTIONS

Notes Payable - Related Party

As disclosed in Note K, the Organization has a loan payable to the wife of the Former Chief Executive Officer. See Note K for the terms of the note payable.

As disclosed in Note K, the Organization also has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organizations Programs. See Note J for the terms of the note payable.

M NET ASSETS

Temporarily restricted net assets consisted of grants and other unexpended revenues subject to donor restrictions and available for the following purposes as of June 30, 2012:

NH Charitable Foundation Grant, Mt. Jasper	\$	46,650
Privately Funded Fuel Assistance Emergency Fund	4.	12,609
Privately Funded Fuel Assistance Program		143,916
Federal and State Funding for the Head Start		361,817
Federal Community Services Block Grant		168,966
Private Grant for the Alcohol and Other Drug Program		50,000

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Notre Dame Project	14,939
Department of Energy Weatherization Program	22,827
State Funding for Tyler Blain House	9,599
Federal Funding for North Country Transit	16,352
Federal Funding for the Heating Repair and Replacement Program	37,312
Federal Funding for the Sustainable Energy Resource	22,421
Federal Funding for the Adult and Dislocated Worker Program	20,583
Federal Funding for the Low Income Home Energy Assistance Program	26,849
Other Miscellaneous Programs	7,659
	\$ 962,499

N | IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according the accounting policy described in Note B. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the organization. These services are valued based upon the comparative market wage for similar paid positions. The organization is also the beneficiary of a donation in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

O | RETIREMENT PLAN

The Organization has a 403(b) tax deferred annuity plan covering all employees. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code.

The employer shall match each dollar of a participant's elective deferrals up to 5% of each participant's annual salary. The Organization's retirement contribution was \$167,220 for year ended June 30, 2012.

P PRIOR PERIOD ADJUSTMENTS

The prior year financial statements were restated to reflect the following misstatements.

Cash was overstated and Accounts Payable was understated by checks which were issued but not mailed in the amount of \$141,522. This had no effect on net assets.

Cash was overstated by \$23,258 due to an unknown reconciliation discrepancy between the reconciliation and the actual general ledger balance. The result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Cash was overstated by \$460,215 due to an unknown outstanding debit to cash used as a reconciling item for multiple bank statements going back more than a year. The Organization is continuing to research this item, however, the result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Payroll liabilities and the related expenses were understated by \$106,600 because accrued payroll was not posted in the prior year. This adjustment reduces unrestricted net assets as reported on June 30, 2011.

Accrued employee benefits and the related expenses were overstated by \$109,421. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accumulated depreciation and depreciation expense was understated by \$33,763. This adjustment decreases unrestricted net assets as reported on June 30, 2011.

Accounts payable was overstated by \$19,724. This adjustment increased unrestricted net assets as reported on June 30, 2011.

The Capital lease liability was overstated by \$27,547 due to the lease being reported at the gross value of payments rather than being discounted based upon the effective interest rate. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Accounts receivable for the Dental Center and related income were understated by \$49,879. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Long term liabilities were understated by \$69,813 due to the fair value of the swap not being recorded in the financial statements. This adjustment decreased unrestricted net assets as reported on June 30, 2011.

Deferred revenue was overstated by \$51,508. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accounts receivable was overstated by \$74,390 for amounts recorded as amounts receivable on grants which were not valid claims. This adjustment decreases unrestricted net asset as reported on June 30, 2011.

Temporarily restricted net assets were understated by \$195,300 related to contributions received with donor use restrictions which had not been expended for the purpose intended. This adjustment resulted in an increase in temporarily restricted net assets and a decrease in unrestricted net assets as reported on June 30, 2011.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

NOTES TO FINANCIAL STATEMENTS

Q GOING CONCERN

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As shown in the financial statements the Organization incurred a net loss of \$1,078,642 for June 30, 2012. At June 30, 2012, current liabilities exceed current assets by \$5,357,132. At June 30, 2012 the Organization's total assets exceed total liabilities, however, certain net assets are temporarily restricted for specific purposes as disclosed in Note M. As a result, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions which total \$321,749.

As disclosed in Note K, in connection with a note payable to a bank, the Organization has violated certain provisions of the loan agreement. At June 30, 2012 the bank had not demanded immediate payment on outstanding principal balance, however, due to the violation of the agreement the note is shown as a current liability. A significant portion of the Organization's operating assets are pledged as collateral for this note, and foreclosure by the bank would seriously impair the Organization's continued existence.

The Organization plans to continue as a going concern by instituting cost reductions for expenses that have been determined to be excessive and discretionary. Management has also identified inefficiencies throughout the Organization due to lack of oversight by previous management and anticipates substantial cost savings opportunities as a result of implementing new operational systems. Additional areas that will be addressed include evaluating building vacancies and renting or selling unused space, increasing fundraising efforts, and increase revenues from programs offering services that generate unrestricted revenues.

R | SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 28, 2013, the date which the financial statements were available to be issued.

On December 14, 2012, a probate judge suspended the board of directors and appointed a special trustee to oversee the operations of the Organization at the request of the state Attorney General's office after the resignation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO) in early December.

The line of credit with TD Bank was converted to an amortizing term loan on November 14, 2012. Additionally, a commercial real estate mortgage and assignment of leases and rents was added as collateral at that time.

A portion of the cash balance which had been transferred from the Guardianship account was repaid leaving a liability to the clients serviced by the Guardianship Program of \$224,000.

In January of 2012, there was a fire in a building owned by the Organization that was used as a thrift store. The Organization had adequate insurance to cover losses suffered by the fire.

Various parties were provided notices of forthcoming claims for damages on account of theft, casualty loss, and negligence due to misappropriation of the Organization's assets.

TRI-COUNTY COMMUNITY ACTION PROGRAM SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2012

					,		-			j			
	Agency Fund	Fund	Head Start		Guardianship	Transp	Transportation	Z	Volunteer	Workforce Development	e znt	AOD	ام
TEXPENSES					<i>(</i> 0°							٠.	
TP.	69	140,025 \$	1,108,781	,781 \$	464,332	69	520,232	69	75,103	\$ 210	210,894 \$		73
Il Taxes & Benefits		182,868	420	707,	183,779		124,570		31,209	Š	86,621		26
tance to Clients		4,217		(391)	•		16			2.	23,965		
ultants and Contractors	_	106,725	15	,153	2,761		27,219				1,878		3
l and Administrative		22,916	22	22,530	8,125		417		8		1,094		1
: Costs and Rentals		9,434	180	,156	40,064		10,240		5,376	12	124,410		_
amable Supplies		11,701	134	,788	14,621		12,426		965	•	099'6		10
il, Lease, Purchase and	•				•								
intenance of Equipment		1,580	2	2,197	35		23,888		•	•,	5,376		
ing and Grounds Maintenance	*	56,447	20	,248	•		2,790		,•		3,264		3
ies	-	178,024	24	,360	17,144		21,967		748	11	12,400		9
Fees		ı					•		•		•		
l and Meetings		8,357	74	,692	17,208		35,384		310	1.	15,003		1
le Expense		1,309		1	3,242		156,432		165				1
mce		91,920	31	,312	1,624		15,784		810		•		
st Expense	1	173,742	*		•		•		٠		•		7
Direct Program Costs		8,122	7	666	2,724		10,051		149		692		1
ciation Expense	4	431,408	Ħ	629,	•		2,757		•				7
aising		(131)		•	494		11,513		5,103				
d Expended	,	406	300,	,288	•	-	4,140		•				
d Direct Expenses	1,4	1,429,070	2,344,	479	756,153		979,826		120,022	505	505,257	1,	,43
A CALLED BLACK COLOR													
st Costs		86.441	177.	186	57.998		75.879		9.148	. 56	29.727		11:
				 - -								,	1
DIRECT AND INDIRECT EXPENSES	\$ 1.5	515,511	2.522	\$ 522,460 \$	814,151	59	1.055.705	60	129,170	\$ 534	534.984	1	.54

-Continue

SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2012

) II come			į					9				
	Carron County Dental	Dental	Carrou County Restorative Justice	county ve Justice	Support Center	t Center	Ho	Homeless	Development		Elder		Total
TEXPENSES													
	€9	304,561	⇔	145,602	€9	135,124	69	400,219 \$	1,628,677	2	497,581	€?	6,363
Il Taxes & Benefits		101,725		43,662		41,467		138,389	749,727	7	163,177		2,53(
ance to Clients		1,345		•		185		167,664	5,893,149	6	339		6,069
ultants and Contractors	,	18,772	٠	10,286				4,627	79,423	3	57,653		361
and Administrative		4,813		678		4.95		5,511	44,885	5	12,107		14(
Costs and Rentals		•		35,724		66,910		26,583	152,53	9	65,087	- ,	731
amable Supplies		18,706		1,060		5,638		7,653	583,123	3	264,084		1,16
I, Lease, Purchase and													
ntenance of Equipment		9,028		٠		•		•	974	4	1,830		4
ing and Grounds Maintenance		5,713		120		7,424		573	5,737	7	4,506		15
S		7,598		2,983	٠	19,702		26,637	51,170	0	20,577		45]
Fees						•		2	14,505	5	4,127		11
I and Meetings		2,399		2,337		5,470		22,597	14,30	. 6	31,519		24?
le Expense		and the second second				•		6,310	77,753	3	277	in the contract of	318
ince		15,622		1,900		•		16,399	31,060	0	•		211
st Expense		27,382		•		•		•	922	2	•		222
Direct Program Costs		2,100		75		1,475		28,152	2,81	9	3,514		%
ciation Expense		32,542		•		9,665		1,752	6,792	2			51(
aising		•		•		334		785	•		•		1{
d Expended		•		•		•		•	•		106,448		411
ıl Direct Expenses		552,306		244,427		293,889		853,853	9,337,558	· ∞	1,233,120		20,081
ı													
ECT EXPENSES		43.535		16.770		18.021		54.324	282.010	0	93,119		1.058
AL DIRECT AND INDIRECT EXPENSES	\$	595,841	64	261.197	69	311,910	69	908.177 \$	9,619,568	€ -	1,326,239	4	21,135
•													



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607 Website: http://www.tccap.org • E-mail: admin@tccap.org

BOARD OF DIRECTORS

Updated December 14, 2012

COOS COUNTY

Stanley Judge, Vice-President Retired Businessman

Rudy Urban, Secretary Retired Businessman

Jim Weagle Fedex Ground Delivery Driver

Ed Labonville Retired Business Owner

CATROLL COUNTY

Rita Libby, Vice-President Retired Restaurant Manager

Eric Bossidy Laconia Savings Bank

Edward Tobin TD Bank, Assistant Vice-President

GRAFTON COUNTY

Nancy Plantinga, Vice-President Retired State/Local Government

Karen Matthews, Treasurer Detail Interior Fashions, Inc., Owner

Sandy Kydd Pease Public Library

Ned Densmore Retired State Government/Businessman

Michael Cryans



Agency Name	Tri	County Com	mur	nity Action P	rogr	am Inc.
Funding Program		5311				
	-			SFY'2014		
				/13 - 6/30/14		
	Тс	tal Annual	ı	Salary Allocated		Salary Allocated
Position Title		Salary	T	o Program		To DOT
Key Administrative Staff		, ,		,		
Transit Director	\$	55,162.00	\$	26,201.76	\$	26,201.76
Operations Manager	\$.	36,421.00	\$	18,210.40	\$	18,210.40
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otal Personnel Costs	\$	91,583	\$	44,412	\$	44,412.16

Personnel Form - Key Per				A - Con Donner	I	
Agency Name	Tri		unity	Action Progr	am inc.	
Funding Program		5311		·		
		<u> </u>		SFY 2015		,
			7.	/1/14 - 6/30/15		
	T	otal Annual	Sala	ary Allocated	Salary	Allocated
Position Title		Salary	Т	o Program	T	o DOT
Key Administrative Staff		<u> </u>		<u> </u>		
Transit Director	\$	56,826.00	\$	26,992.16	\$	26,992.10
Operations Manager	\$	37,523.00	\$	18,761.60	\$	18,761.60
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Total Personnel Costs	\$	94,349	\$	45,754	\$	45,753.76

Beverly Raymond, CCTM Transportation Director Tri County CAP Inc. braymond@tccap.org

Objective:

To obtain a position where I can oversee and manage all aspects of an expanding human service/public transportation program.

Qualifications:

2004 to Present

* Director of North Country Transit a Tri-County CAP, Inc. Program Responsible for overseeing the planning and operations of the transit program.

1994 to 2004

- * Assisted the Director of North Country Transit with program responsibilities. Served as interim Director in the absence of a permanent Director.
- * Human Resources and Safety Manager for Tri-County CAP, Inc., North Country Elderly Programs.

1985 to 2004

*Coordinator of the Tri-County CAP, Inc., Healthy Older People's Education (HOPE) program, a wellness program providing direct service through a volunteer base.

1996 to 2001

*Co-proprietor and administrator for Luc's Appraisal Services, an independent vehicle adjusting firm serving over 25 insurance companies.

Committees and affiliations:

Member of the Governor's Task Force on Transportation which has morphed into the State Coordinating Council where I represent NH Community Action Agencies

Vice Chair of the New Hampshire Transit Association and a member of the Association's Legislative Committee

Chair of the North Country Council Region Planning Commission's Transportation Advisory Committee

Member of Region Coordinating Councils in Region 1 and 2

Member of the Community Transportation Association of America.

Member of the Advisory Committee of the NHDOT's Rural Transit Assistance Program

Certified Passenger Assistance and Emergency and Evacuation Trainer

Education:

Graduated High School

Continuing education through Granite State College

May, 2007, received certification as a Certified Community Transportation Manager through the Community Transportation Association of America

Continue ongoing training in the field of human service and public transportation through various resources including National Transit Institute and Federal Drug and Alcohol trainings

Brenda Gagne Transportation Operations Manager Tri County CAP Inc.

Professional Summary:

Successful management of the day to day aspects of Public Transportation routes and Demand Response transportation program including daily operations, statistical data reporting, Federal grant writing, warrant articles, Federal quarterly reports, facility management, accounting, staff management; monitoring productivity goals; and keeping current on FTA and DOT procedures and policies. Proficient in Microsoft excel, word, publisher and power point.

Experience:

Tri-County CAP, Inc. Tri County CAP Transit 31 Pleasant St. Suite 100 Berlin NH 03570 603-752-1741 7/2004-Present

Operations Manager

Responsibilities include;

- *Overseeing daily operations of a public transit and Para transit service.
- *Facility Management.
- *Gathering statistics
- *Quarterly reporting to NHDOT and BEAS.
- *ADA compliance
- *Preparing quarterly invoices to BEAS and NHDOT
- ${\bf *Weekly\ employee\ scheduling,\ staff\ management.}$
- *Creating procedure manuals
- *Grant writing
- *Budget preparation
- *Writing Warrant Articles
- *Drug & Alcohol Testing
- *Emergency Preparedness

1. Nountain Village Construction P.O. Box 96 Milan, N.H. 03588 1-603-449-9916 5/1995 - 1/2004

Accounts Manager/Office Manager Administrative Assistant

Responsibilities included;

- *Customer service.
- *Accounting using Quick Books Pro.
- *Preparing payroll and Tax Payments.
- *Preparing Customer Statements and Invoices.
- *Accounts Receivable and Accounts Payable.
- *Creating and running Profit and Loss Reports.
- *Data Entry.
- *Phone communications and general secretarial duties.

Milan Parks and Recreation Dept. P.O. Box 300 Milan, N.H. 03588 1-603-449-2484 6/1997 - 3/2002

Parks and Recreation Director

Responsibilities included;

- *Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
- *Development of new programs and year round activities.
- *Producing yearly budgets.
- *Equipment and materials purchasing.
- *Organizing and supervising a large Volunteer staff.
- *Working with the public to create new programs.
 - Coordinating with the Milan Village School on athletic and after school programs.
- *Applying for Federal and State Grants.

ducation:

Graduate Gorham High School Gorham NH 6/1979

Granite State College Emergency Management 9/2005 – 12/2007 Continuing Education

NHDOT Sponsored Course Fundamentals of Successful Project Management Manchester NH 10/2004

NHDOT Sponsored Course MTAP/RTAP Financial Management Course oncord NH 11/2004

NHDOT Sponsored Course Basics of Facilities Management Seminar (Facility Maintenance Plan) Manchester NH 6/2005

NHDOT Sponsored Workshop Transit Security Workshop Concord NH 8/2005

Grant Writing Workshop New Hampshire Community Technical College Berlin NH 10/2005

NHDOT Sponsored Workshop FTA Drug & Alcohol Workshop Concord NH 11/2005

NHDOT Sponsored Workshop mergency Planning and Disaster Management Manchester NH 8/13/2006 NH Conference on Statewide Emergency Preparedness </2007

Certified Training and Safety Reviewer Community Transportation Association of America 6/2009

Certified Safety and Security Officer Community Transportation Association of America 10/2012

National Transit Institute Procurement for Small and Medium Transit Systems 10/9/2012-10/10/2012

Route Match Software Conference 5/2007

Tri State Transit Conference 9/2007 10/2008 10/2010 /2012

MONTHLY PRODUCTIVITY REPORT

AGENCY: FISCAL YEAR:

	GUNIOPAUMINES T	PERCENTREVENUE MILLES	HOURS/SVE/DAY	PART FUNDASSINGER	RIDERS FER VEHICLE HOUR RIDERS FER VEHICLE MULT RIDERS FER STRYICE DAY	RIDERSHIP WITASHRE	TOTAL TOTAL ASSENDER COST PER HOUR ASSENCE FOR COST	PANILAN SOSOS GARAGO	A STORY	Satistanama.	E SSUIDH GEBUUKK ADIMAKKUIMKKA		EISCAL YEAR:
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shown in Italics						transfer of the second						- Pic - TW	
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NOTE: Estimates shown in Italics

Agency: Fiscal Year:

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Rural General Public Transit Service form (RU-20)

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on Subrecipient Basic Information					Subrecipient ID	(State: 2R\$3-983 or Inc	fion Telbe: \$T\$\$-\$\$\$)	
Subrecipient legal name "					Reporting Year End Date *		(anddd gygg)	
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ls this RU-20 form for an Indian Tribe?	O Yer O No							
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02 Subrecipient Contact Information						_		
Subrecipient contect person Fi	irst name *				Middle Initial	Lastname *		
Phone ((555) 123-4567) *		Est.						,
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04 Modes (check all that apply)*		-						
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If bus, is service deviated fixed route or fixed rou	ute only?	Demand Response						
Select	海	Ferryboat						
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os Total Annual Expenses Sources of Revenue Funds Expended 66 Farerevenues 67 Contractrevenues 68 Local funds 60 State funds Federal Assistance						Capital		
05 Total Annual Expenses Sources of Revenue Funds Expended 06 Fare revenues 07 Contract revenues 08 Local funds State funds Federal Assistance 104 FTA Capital Program funds (95303)						Capital		
os Total Annual Expenses Sources of Revenue Funds Expended of Farerevenues or Contractrevenues os Localfunds os State funds Federal Assistance fine FTA Capital Program funds (95303) tob FTA Special Meeds of Eldely Individuals and by	ndividuals with				. •	Capital		
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Total Annual Expenses Sources of Revenue Funds Expended Farerevenues Contractrevenues State funds Federal Assistance FTA Capital Program funds (\$5303) FTA Capital Program funds (\$5303) FTA Total State Promula Program funds (\$5310) FTA Total Transit funds (\$5310) FTA Total Transit funds (\$5310) ARRA Other than Utbanized Area Formula funds	(\$5311)					Capital		
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2012 Rural Reporting Manual

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.city.*					County *			
State *	Select ◀				Zlp code *		(ex: 22	(ex: 22222-2222)
Subrecipient acronym					URL (website address)			
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Every once in a while, the Bus may run a few minutes late. Please understand our drivers may have had to assist someone but always make an effort to stay on schedule. Riders are encouraged to call ahead for pickup times at locations between the scheduled stops.

Unscheduled drop-offs and flag downs are welcomed as long as safe driving conditions allow it.

FARES Ride all day for **\$2.00**

Title VI of the 1964 Civil Rights Act
Tri County CAP does not discriminate against
an individual based upon that
person's race, color, disability or national

BUS COURTESY

All passengers must wear a seatbelt

- *Wheelchairs must be secured.
- *Have fare or ticket ready.
- *Eating, drinking, smoking, solicitations, weapons of any kind and disruptive behavior and profanity is prohibited.
- *Please reserve front seats for the
- *Pets or other animals are prohibited.

(Except service animals)

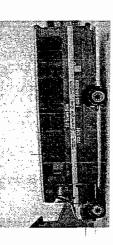
- *Packages limited to what rider can carry and safely store under seat.

 Oversized items and furniture are not allowed
- *Failure to abide by these rules, will result in you being asked to leave the vehicle, or not being permitted on board.
- *For cancellations or schedule changes due to weather, listen to your local radio station (WMOU) or call our office.

NORTH COUNTRY TRANSIT (NCT)

"We'll Take You Places

BERLIN - GORHAM FLEX ROUTE SCHEDULE & GUIDE

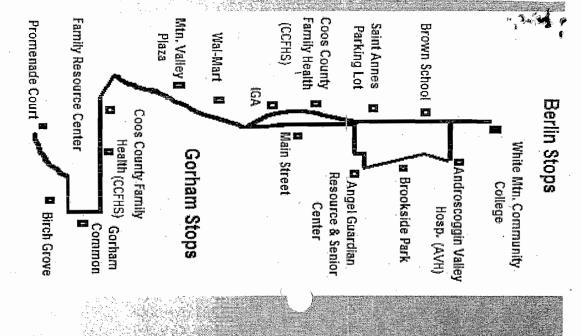


Public Transit Route

Tri County CAP Transit 31 Pleasant Street, Suite 100 Berlin NH 03570

Phone:752-1741 Toll Free: 1-888-997-2020

Email: nct@tccap.org Web: www.tccap.org A TRI-COUNTY CAP, INC., Program



Hours of Operation

Monday-Friday 7:00 am to 4:45 pm

Saturday 9:00 am to 4:30 pm.

MONDAY—FRIDAY

Main St. 7:00 9:00 11:00 1:00 3:00 AG Resource & Senior Ctr.

Brookside

AVH 7:15 9:15 11:15 1:15 3:15

White Mtn. Community College

Brown School

7:35 9:35 11:35 1:35 3:35

St. Anne

Coos County Family Health

IGA

Wal-Mart 7:55 9:55 11:55 1:55 3:55

Mtn. Valley Plaza.

Fam. Res. Ctr. 8:17 10:17 12:17 2:17 4:17

Gorham Common

Birch Grove

Promenade Court

8:30 10:30 12:30 2:30 4:30

Wal-Mart

CCFHS(G)

8:40 10:40 12:40 2:40 4:40

LAST STOP 4:45 MAIN ST. BERLIN

SATURDAY SCHEDULE

Main St. 9:00 10:45 1:00 2:45

AG Resource & Senior Ctr.

Brookside

AVH 9:15 11:00 1:15 3:00

Brown School

St. Anne 9:25 11:10 1:25 3:15

Coos County Family Health

IGA

Wal Mart 9:50 11:35 1:50 3:40

Mtn. Valley Plaza

Fam. Res. Ctr. 10:12 11:59 2:14 4:02

Birch Grove

Gorham Common

Promenade Court

10:25 12:12 2:27 4:15

10:35 12:22 2:37 4:25

Wal-Mart

CCFHS(G)

Drivers Lunch 12:30—1:00

LAST STOP 4:30 MAIN ST. BERLIN

pickup times at locations between the scheduled stops. approximate. Riders are encouraged to call ahead for The bus may have to deviate so departure times are Flag Downs are Welcomed!

THE TRI-TOWN BUS

The Tri-Town bus is a wheelchair accessible service that deviates from route up to 1/4 of a mile (if driving conditions are safe) for curbside pick-up and drop-off in the Lancaster, Whitefield and Littleton areas.

The Tri-Town bus departs from designated bus stops at the approximate scheduled times, listed. Riders are encouraged to call ahead for pickup times at locations between the scheduled stops.

Every once in a while, the Bus may run a few minutes late. Please understand our drivers may have had to assist someone but always make an effort to stay on schedule.

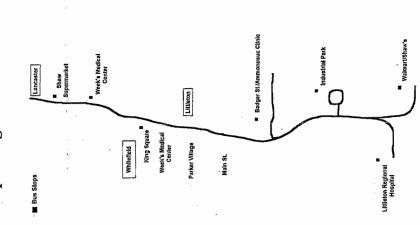
Unscheduled drop-offs and flag downs are welcomed as long as safe driving conditions allow it. Title VI of the 1964 Civil Rights Act i County CAP does not discriminate against an individual based upon that person's race, color, disability, or national

HOURS OF OPERATION

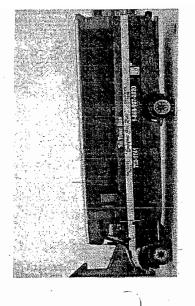
MONDAY - FRIDAY 6:00 A.M. TO 4:45 P.M.

All Day Fare \$3.00 Multi-day
15 day Pass for \$40.00 or 30 day
Pass for \$75.00
(do not have to be used
on consecutive days)

All passengers must wear a seatbelt



Tri County CAP Transı



Tri Town Bus

Public Transit Route

Schedule and Guide

Tri County CAP Transit 31 Pleasant St Berlin NH 03570 1-888-997-2020 www.tccap.org (Effective March 12, 2012) A Tri County CAP Inc. Program

BUS COURTESY

Wheelchairs must be secured. *Eating, drinking, smoking, Have fare or ticket ready. disruptive behavior or profanity is weapons of any kind and

*Please reserve front seats for the

*Pets or other animals are prohibited.

* Seatbelts must be worn at all times.

(Except service animals)

allowed on bus. and safely store under their seats *Packages limited to what rider can carr Oversized items and furniture are not

*Failure to abide by these rules, will *For cancellations or schedule changes vehicle, or not being permitted on board result in you being asked to leave the

due to weather, listen to your local radio and TV stations or call our office.

up to 1/4 mile from route as long as it times at locations between scheduled encouraged to call ahead for pickup Departure times are approximate. is safe to do so. Riders are This Route deviates stops.

Flag downs are welcomed!

Upon request, the Tri-Town bus can leaving Littleton at 6:50AM Concord Trailways Bus connect with

MONDAY – FRIDAY SCHEDULE

King's Square	Ammonusuc Clinic	Industrial Park	Wal-Mart	Littleton Reg. Hosp.	Badger St.	King's Square	Shaw's
7:50	7:30	7:25	7:15	6:55		6:25	6:00
9:55	9:35		9:20	9:05	8:45	8:30	8:10
12:50	12:25		12:05	11:25	11:00	10:45	10:25
4:30	4:15	4:00	3:45	3:10		2:30	2:00

4:45

(Drivers Lunch 11:30-12:00)

deviate to these places as it travels the route.** Ctr., Parker Village, Main St. Littleton, Lowe's Home Depot and Shaw's. The bus will **Call 1-888-997-2020 in advance for pick up at: Mountain View Grand, Weeks Med.

6:00 am - 4:45 pmMonday—Friday

All Day Fare \$3.00

15 day Pass for \$40.00 or 30 day Pass for \$75.00 Multi-day

(Passes do not have to be used on consecutive days)

All passengers must wear a seatbelt

DIAL A RIDE SERVICE

Hours of Operation/Service Areas Effective July 1, 2013

N. Conway/Conway/Albany/Madison/ Redstone Monday thru Friday 8:00 am to 5:00 pm

West Ossipee/Tamworth/Chorcorua Moultonborough/Sandwich/Ctr/\rangle rbor Monday thru Friday 8:00 am to 5:00 pm

Effingham

Thursday - 10:00 am to 4:00 pm

Ossipee/Center Ossipee

Monday, Wednesday, Thursday, Friday. 8:00 a.m. to 5:00 p.m.

Wolfeboro/Tuftonboro

Monday, Wednesday, Thursday, Friday 8:00 a.m. to 5:00 p.m.

<u>Trip Scheduling</u> is Required by noon the day before the trip.

Schedule Monday trips on the
Friday before.
Same day service can be requested but is
not guaranteed

Return trips must be scheduled 1 hour before the system stops operating

Title VI of the 1964 Civil Righ \ct
Tri County CAP does not discrimulate
against an individual based upon that person's race, color, disability or national

DIAL A RIDE FARES

Elderly & Disabled: donations are accepted

General Public: Posted prices or ask your driver

How to use the Service

Call a scheduler toll free at 1-866-752-6890 to schedule your trip. Provide them with your name, phone number, crip request time, pick up location, destination, and inform them if you require any special assistance. Pick up times may vary within a ½ hour window before or after the requested time so please be ready early. Drivers will not wait longer than 5 minutes for passengers

BUS COURTESY

- *Wheelchairs must be secured.
- *Have fare or ticket ready.
- *Eating, drinking, smoking, solicitations, weapons of any kind, disruptive behavior or profanity are prohibited.

 *Coatholts must be usen at all times.
- *Seatbelts must be worn at all times.
- *Please reserve front seats for the elderly
- *Pets or other animals are prohibited.

(Except service animals)

*Packages are limited to what the rider can carry and safely store under their seat.

Oversized items and

irniture are not allowed.

*Failure to abide by these rules will result in your being asked to leave the vehicle, or not being permitted on board.

Commuter & Flex Routes

Fares

Route 1: West Ossipee to North Conway \$2.00 Each Way

Route 2:
West Ossipee to Wolfeboro
\$2.00 Each Way

Route 3: West Ossipee to Laconia \$2.00 Each Way

Super Saver Passes

Unlimited Riding on all three routes

Daily \$5.00
Weekly \$20.00
Monthly \$75.00
Multi-Day pass \$20.00-11 rides

Buses depart the designated bus stops at the approximate scheduled times listed.

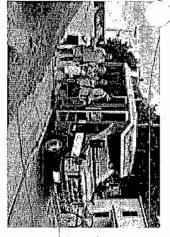


For cancellations or schedule changes due to weather, listen to your local radio station Magic 104/98.1 FM, WSAR, WMWV and WMUR or call our office.

CARROLL COUNTY TRANSIT

Blue Loon Bus

Effective July 1, 2013
Flex Route Schedules
And
Dial A Ride Guide



Monday—Friday Closed on Major Holidays

Phone: Toll Free: 1-866-752-6890

Email: transportation@tccap.org
Web: www.tccap.org

Blue Loon Transit is a program of
Tri County CAP, Inc.
serving the residents and visitors of
Carroll County

Effective July 1, 2013

Read Schedules going down and up. <u>N</u>: Bus traveling North - <u>S</u>: Bus traveling South

Route 1: Flex Route connector operates on Tuesday's

West Ossipee to North Con	way	Con	nects W	ith Wo	lfeboro	<u>@ 10:40, 1:50 & 4:30</u>
•	<u>s</u>	<u>N</u>	<u>s</u>	<u>N</u>	- <u>S</u>	<u>N</u>
Memorial Hospital	9:20		12:30		3:10	5:30 Last Stop
Settlers Green	9:35	11:45	12:40	2:55	3:25	
Shaw's Supermarket	9:45	11:35	12:55	2:45	3:35	•
DHHS/Conway	10:05	11:15	1:15	2:25	3:55	
TCCAP Tamworth Building	10:30	10:50	1:40	2:00	4:20	t
West Ossipee/McDonald's	10:40)	1:50		4:30	

This bus deviates ¼ of a mile either side of the route for picking up passengers. Deviated requests must

By noon the day before. Same day requested but will not be guaranteed. Toll free 1-866-75z-6890

Route 2 Flex Route connector operates on Tuesday's

West Ossipee to Wolfeboro	·	onnects	with N	lorth C	onway	@ 10:2	20, 1:50 & 4:30
	<u>N</u>	<u>s</u>	. <u>N</u>	<u>S</u>	<u>N</u>	<u>s</u>	
Huggins Hospital	9:20		12:15		3:00	5:30	Last stop
Ossipee Corner	9:45	11:20	12:40	2:30	3:30		
Hannaford's/Ocean State	9:55	11:10	12:50	2:20	3:45		,
Indian Mound Shopping Center	10:15	10:50	1:10	2:00	4:05		
West Ossipee/McDonalds	10:40		1:50		4:30		

This bus deviates ¼ of a mile either side of the route for picking up passengers. Deviated requests must call by noon the day before. Same day requests can be requested but will not be guaranteed. Toll Free 1-866-752-6890

Route 3 Commuter Route operates Monday through Friday

West Ossipee to Laconia	<u>E</u> : Bu	s travel	ing East	to Wes	t Ossip	ee Route	<u>W</u> : Bus 1	traveling We	st to Laconia
•	W	<u>E</u> .	W	<u>E</u>	W	<u>E</u>			
McDonald's	6:30	9:20	9:30	1:20	3:30	6:20			
Sandwich Library	6:50	9:01	9:55	12:55	3:50	6:01			
Moultonborough Town Hall	6:57	8:54	10:05	12:50	3:57	5:54			
Heath's Plaza	7:15	8:40	10:15	12:40	4:15	5:40			
Aubuchon Parking Lot 7:25	8:30	10:25	12:35	4:25	5:30	• .			7
Hannaford's	7:30	8:25	10:30	12:30	4:30	5:25			
Interlakes Medical Ctr.	7:35	8:15	10:35	12:25	4:35	5:15			
Laconia Train Station	7:55		10:55			4:55	1	:	
Lakes Reg. Gen. Hospital	8:05		11:05	12:00	,				
Call 1-866-752-6890 in adva	nce to	request	t to be pi	cked up	withir	n ¼ mile or	١.		
either side of the route				•					

Bus Slops

West Ossipee to North Conway

Memorial Hosp.

Jettlers Green

Tamworth CAP Bldg.

Tamworth CAP Bldg.

Tamworth Library

Medical Center

Medical Center

Medical Center

Interfakes

Interfakes

Medical Center

Interfakes

Medical Center

Interfakes

Medical Center

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