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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
June 7, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Mount Washington Valley Economic Council, (Vendor 166706), Conway, New Hampshire, for an amount not to exceed $294,200.00 for coordinated transportation services for seniors and individuals with disabilities, for the period of July 1, 2021 through June 30, 2023, effective upon Governor and Executive Council approval. 100% Federal Funds.

Funding for this agreement is contingent upon the availability of funds in Fiscal Year 2022 and Fiscal Year 2023, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	FY 2022	FY 2023
04-96-96-964010-2916 Public Transportation 072-500575 Grants to Non-Profits-Federal	$147,100.00	$147,100.00

EXPLANATION

Mount Washington Valley Economic Council, Inc. (MWVEC) has been awarded funding from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program to provide expanded transportation services in the Region 2 Carroll County Regional Coordinating Council (RCC) service area.

This agreement includes Federal COVID relief funding including, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) enacted December 27, 2020, and the American Rescue Plan (ARP) Act enacted March 11, 2021. The FTA apportioned funding to all states to support operating, capital, and other expenses generally eligible under the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. This request includes formula and relief funds from each of the aforementioned funding programs.

MWVEC will act as the lead agency to ensure the provision of accessible demand response transportation services for seniors and individuals with disabilities within the region, and will support mobility management and strategic planning activities in cooperation with the Region 2 Carroll County Regional Coordinating Council.

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-2171 • FAX: 603-271-7025 • TDD ACCESS: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

The Section 5310 RCC funds were allocated by region according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual RCC was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application for eligible Section 5310 RCC projects through an approved lead agency. The Carroll County RCC designated MWVEC as the lead agency for Region 2 and tasked MWVEC with applying for Section 5310 RCC funds on behalf of Region 2. As required by FTA, all projects are identified in a locally developed coordinated public transit–human services transportation plan.

MWVEC, in conjunction with its regional partners as applicable, will provide the required non-federal matching funds. Stimulus funding supported by FTA at 100% in the form of CRRSAA, and ARP will be utilized by drawing against the CRRSAA balance first and then ARP funds. 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. 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,

Victoria F. Sheehan
Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.3 Contractor Name Mount Washington Valley Economic Council		1.4 Contractor Address 53 Technology Lane, Conway, NH 03818-5804	
1.5 Contractor Phone Number 603-447-6622	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date 06/30/2023	1.8 Price Limitation $294,200.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature Date: 5-12-21		1.12 Name and Title of Contractor Signatory Jac Cuddy, Executive Director	
1.13 State Agency Signature Date: 5/18/2021		1.14 Name and Title of State Agency Signatory Patrick C. Herlihy Director, Aeronautics, Rail & Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/2/21	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5/12/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date 5/12/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 6/13/14

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials

Date 5/11/21

Contractor Initials

Date 5/12/21

MOUNT WASHINGTON VALLEY ECONOMIC COUCIL
EXHIBITS TO CONTRACT

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services
EXHIBIT C	Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200
FTA Section 5310

Social Service Documents to Include:
- 501 (c)
- Financial Report
- Board of Directors
- Key Personnel and Salaries
- Resumes

MOUNT WASHINGTON VALLEY ECONOMIC COUNCIL
EXHIBIT A
SPECIAL PROVISIONS

A.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.

A.2. Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:

5.5 As applicable based on Federal participation ratios, the amount paid by the State to the Contractor shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Contracted Services and Mobility Management 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 200. 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.

A.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 2 CFR 200 shall apply to local administration of this agreement and any subcontracts under this agreement.

A.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 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, 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.

A.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.

A.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.

A.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 2 CFR 200.

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/contracted services agreement, and excess matching funds that directly benefit the transportation service.

SECTION 5310: Section 5310 as codified within Federal transit laws in 1994, as amended. Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients (recipients) to improve mobility for seniors and individuals with disabilities.

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

A.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. 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 or designee. 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 that will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.

.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 funded in whole or in part via this contract to: 1) submit weekly time reports designating work performed and time spent on such work, or 2) be included in an indirect cost allocation plan approved by the cognizant Federal agency. 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.** On a monthly or quarterly basis, 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/quarter, 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.

.9. **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of 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, drug and alcohol, 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.

A.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 2 CFR 200 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Parts 661 and 663.

b. 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.

c. 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.

d. 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 9040.1G and the State Management Plan.

A.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 each year, generally by June 30th.

A.11. 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 may 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.

A.12. 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 B, or outside the service area described in Exhibit B, 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.

A.13. 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.

A.14. 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.

A.15. 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.

Rev 5/05/2021

MOUNT WASHINGTON VALLEY ECONOMIC COUNCIL
EXHIBIT B
SCOPE OF SERVICES

1. The Contractor, Mount Washington Valley Economic Council, (hereinafter the "Contractor") shall provide public transit service(s):

    a. As described in its Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Regional Coordinating Council (RCC) grant application to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter "NHDOT"). The Contractor will serve as the lead agency for Region 2 Carroll County for FTA Section 5310 RCC funds to provide accessible transportation services to seniors and individuals with disabilities in cooperation with the Region 2 Carroll County RCC. This project is for the time period July 1, 2021 – June 30, 2023. The Contractor's grant application is hereby incorporated by reference and made part of this agreement. The Contractor agrees to provide all services indicated in the grant application unless modified per this agreement.

2. The following terms and conditions apply to all of the FTA Section 5310-funded services for seniors and individuals with disabilities provided by Contractor pursuant to this agreement:

    a. Mobility management activities, and as applicable, transportation services, subcontractors, and maximum reimbursement rates, shall consist of those submitted in the Contractor's 5310 Regional Coordinating Council (RCC) application or as subsequently modified by NHDOT through written notification to the Contractor. Further amendments to mobility management activities, transportation services, subcontractors, and/or maximum reimbursement rates require RCC approval, as documented in official minutes, as well as written approval from the Commissioner.

    b. Eligible Regional Mobility Manager expenses shall be limited to those directly related to the position's role as described within the 2016 New Hampshire Statewide Coordination of Community Transportation Services Plan, hereby incorporated by reference. Roles may be further modified based on those recommended by the Statewide Coordinating Council (SCC) and approved in writing by the Commissioner.

    c. All services provided shall conform to FTA Section 5310 guidelines. Per FTA requirements, the Contractor shall be responsible for oversight of subrecipients and contractors relative to FTA requirements.

    d. The Contractor shall ensure the provision of ADA accessible services within the RCC region. Any marketing materials, brochures, and other service information shall describe it as ADA-accessible. It is acceptable for a subcontractor/lower-tier

subrecipient that does not utilize accessible vehicles to contract with an accessible provider in order to meet this requirement.

e. The Contractor must fulfill its contractual obligations and provide its scope of services throughout the contract period regardless of mobility management expenses exceeding the maximum allowed to be reimbursed.

f. The Commissioner may require the Contractor to provide additional transportation services or to reduce transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Commissioner to the Contractor. The Contractor shall implement the alterations within thirty (30) days unless another timeframe is agreed to by the Commissioner and the Contractor.

g. Services shall last the entire contract period. As necessary, the Contractor shall establish trip priorities to ensure funds are not expended prematurely.

MOUNT WASHINGTON VALLEY ECONOMIC COUNCIL
EXHIBIT C
BUDGET

I. The Contract price, as defined in Section 1.8 of the General Provisions, are the FTA Section 5310 portion of the eligible project cost. Federal (FTA) Funds are granted as follows:

	SFY 2022	SFY 2023
FTA Section 5310		
MWVEC		
Contracted Services	$57,363.00	$57,363.00
Mobility Management Activities	$39,737.00	$39,737.00
Regional Mobility Manager Position	$50,000.00	$50,000.00
Total FTA Section 5310 Funds	**$147,100.00**	**$147,100.00**
Total Two-Year Contact Funding	**$294,200.00**	

a. Funds are contingent upon Federal and State appropriations.

II. Not less than fourteen days prior to the submission of the Contractor's first request for reimbursement, the Contractor shall submit to the Commissioner 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 Commissioner. Unless otherwise advised by NHDOT, budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.

III. The Contractor may seek reimbursement for these funds by submitting a monthly or quarterly invoice for the total eligible expenses, less agency match as applicable, to NHDOT. The invoice must include verification of source(s) of matching funds and statements from service providers, as applicable, to support the request for matching funds.

IV. Mobility management costs shall be itemized and include such information as required to support the request.

V. The Contractor will verify that reimbursement is for non-Medicaid-eligible trips only.

VI. For expenses other than contracted services, the Contractor may seek reimbursement only for eligible expenses listed in the budget and detail-of-cost form provided by the State, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit.

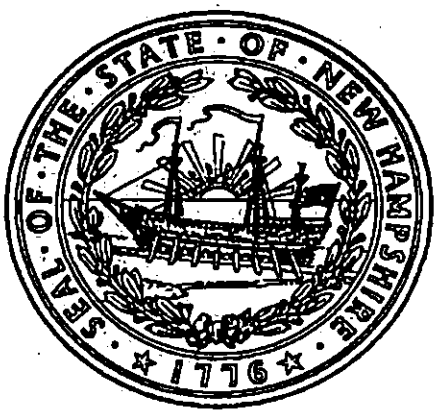
VII. At the sole discretion of the Commissioner, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.

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 MT. WASHINGTON VALLEY ECONOMIC COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **151479**
Certificate Number: **0005366438**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Allen Gould, Chairman of the Mt. Washington Valley Economic Council Board of Directors do hereby certify that:

1. I am the duly elected and acting Chairman of the Mt. Washington Valley Economic Council, a regional economic development organization and established 501(c)(3);

2. The Mt. Washington Valley Economic Council has authorized Executive Director, John Cuddy, to execute any documents which may be necessary to effectuate contracts;

3. This authorization has not been evoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;

4. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.

IN WITNESS WHEREO, I hereunto set my hand as the Chairman of the Mt. Washington Valley Economic Council on this 12th day of May 2021.

Allen Gould, Chairman

State of New Hampshire
County of Carroll

On this 12 day of May 2021, before me Diane J. Ryan, the undersigned officer, personally appeared Allen Gould, who acknowledged himself to be the Chairman of the Mt. Washington Valley Economic Council, and that he, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Diane J Ryan, Notary Public

DIANE J RYAN
Notary Public-New Hampshire
My Commission Expires
March 25, 2025

MWVECON-02 DMEANEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2021

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

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

PRODUCER
Armfield, Harrison & Thomas, LLC
PO Box 760
Intervale, NH 03845

CONTACT NAME: Judy Yeary
PHONE (A/C, No, Ext): (781) 447-5531 FAX (A/C, No): (781) 447-7230
E-MAIL ADDRESS: jyeary@ahtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co.	29459
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mt. Washington Valley Economic Council
53 Technology Lane
Suite 100
Conway, NH 03818

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		04SBAAC7003	4/24/2021	4/24/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,0
	ANY AUTO			04SBAAC7003	4/24/2021	4/24/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			04SBAAC7003	4/24/2021	4/24/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		08WECNJ5048	10/26/2020	10/26/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract The State of New Hampshire Department of Transportation Bureau of Rail and Transit is an additional insured per the terms and conditions of Hartford Form IH 12 00 11 85.

CERTIFICATE HOLDER

State of New Hampshire Dept of Transportation Bureau of Rail and Transit
PO Box 483
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: MT. WASHINGTON VALLEY ECONOMIC COUNCIL

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

Or,

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

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

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Construction Hiring Preferences	_____
20	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
21	Tribal Transit Programs	_____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: MT WASHINGTON VALLEY ECONOMIC COUNCIL

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

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

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

Signature: _____ Date: 2/12/21

Name: John R. Lowry Authorized Representative of Applicant 657

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

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

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

MT WASHINGTON VALLEY ECONOMIC COUNCIL 2/12/21

Name of Agency Date

John A. Cuddy

Name of Authorized Official

Signature

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subrecipient Agency: Mount Washington Valley Economic Council

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

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

Amount: **$1,677,379.00**
Catalog of Federal Domestic Assistance (CDFA) number: 20.513
FTA Award Name: FTA SECTION 5310 (COMBINED) RCC PROGRAM APPLICATIONS
Federal Award Identification Number (FAIN): **1385-2021-4**
Federal Award Date: **TBD**

Contact information for sub-awarding official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449
Is this award for research and development? No
NHDOT's cost rate for the federal award: N/A

Subrecipient Information:
Subrecipient Name: **Mount Washington Valley Economic Council**
Subrecipient DUNS number: **160166583**
Subrecipient SAM.GOV registration: 48L43
Name of authorizing subrecipient official: Jac Cuddy
Title of authorizing subrecipient official: Executive Director
Federal Clauses: N/A
Master Agreement/Certifications and Assurances: Yes
Subrecipient Federal indirect cost rate: N/A
(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).

Subaward Period of performance:
Start Date: 7/1/21 End Date: 6/30/23

Total amount of FTA sub-award obligated by this action *(contract/amendment)*:
For FFY: 2021 Section: 5310 RCC Amount: $294,200.00

Total amount of FTA sub-award committed to the *subrecipient* *(original contract & amendments)*:
For FFY: 2021 Section: 5310 RCC Amount: $294,200.00

Pass-through requirements:

The subrecipient, Mount Washington Valley Economic Council, agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

The subrecipient, Mount Washington Valley Economic Council, agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Mount Washington Valley Economic Council, agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: Click or tap to enter a date.

Name of authorizing subrecipient official: Jac Cuddy

Title of authorizing subrecipient official: Executive Director

Signature of authorizing subrecipient official: Jac Cuddy

Financial Statements

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORTS

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

FINANCIAL STATEMENTS

DECEMBER 31, 2019 AND 2018

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DEXTER • CONCORD
STRATHAM

To the Board of Directors of
Mt. Washington Valley Economic Council
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Mt. Washington Valley Economic Council (a non-profit organization) which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities and cash flows, and the notes to the financial statements for the years then ended and the statement of functional expenses for the year ended December 31, 2019.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the Unites States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits 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 from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mt. Washington Valley Economic Council as of December 31, 2019

and 2018, and the changes in its net assets, and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as well as the statements of financial position for the Intermediary Relending Programs, components of Mt. Washington Valley Economic Council, as of December 31, 2019 and 2018, and the related statements of activities and cash flows for the years then ended on pages 26 through 34 are presented for purposes of additional analysis and are not a required part of the basic 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 and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 18, 2020, on our consideration of the Mt. Washington Valley Economic Council'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* in considering the Mt. Washington Valley Economic Council's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Mt. Washington Valley Economic Council financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 10, 2019. In our opinion, the summarized comparative statement of functional expenses presented herein as of and for the year ended December 31, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
September 18, 2020

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	$ 661,881	$ 352,459
Investments	30,795	30,641
Accounts receivable, net of allowance of $1,600 in 2019 and 2018	55,341	44,023
Current portion of notes receivable, net of allowance of $15,854 in 2019 and $95,954 in 2018	67,472	177,974
Total current assets	815,489	605,097
PROPERTY AND EQUIPMENT		
Land - Technology Village	1,869,551	1,869,551
Technology Village Condominium	2,431,930	2,431,930
Leasehold improvements	16,213	16,213
Equipment, furniture and fixtures	47,167	47,167
Total property and equipment	4,364,861	4,364,861
Less accumulated depreciation	1,586,822	1,441,627
Net property and equipment	2,778,039	2,923,234
OTHER ASSETS		
Notes receivable, less current portion	521,697	820,465
Total other assets	521,697	820,465
TOTAL ASSETS	$ 4,115,225	$ 4,348,796

See Notes to Financial Statements

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

LIABILITIES AND NET ASSETS

	2019	2018
CURRENT LIABILITIES		
Demand note payable	$ 72,958	$ 72,958
Current maturities of long-term debt	184,841	51,282
Accounts payable and accrued expenses	301,183	241,968
Deferred revenue	18,714	14,250
Total current liabilities	577,696	380,458
LONG-TERM DEBT, less current maturities	2,523,514	2,708,356
TOTAL LIABILITIES	3,101,210	3,088,814
NET ASSETS (DEFICIT)		
Without donor restrictions		
Designated	195,351	183,351
Undesignated	(1,436,177)	(1,211,050)
Total net assets (deficit) without donor restrictions	(1,240,826)	(1,027,699)
With donor restrictions	2,254,841	2,287,681
Total net assets	1,014,015	1,259,982
TOTAL LIABILITIES AND NET ASSETS	$ 4,115,225	$ 4,348,796

See Notes to Financial Statements

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUES AND OTHER SUPPORT		
Contributions, gifts, grants and similar amount	$ 135,864	$ 138,889
Membership dues	20,970	22,925
Program service revenues	7,581	14,202
Rental income	122,536	122,850
Management fees	54,529	68,341
Other income	2,303	276
Interest income	62,128	71,921
Total public support and revenues without donor restrictions	405,911	439,404
Net assets released from donor restrictions	48,284	59,228
Total revenues and other support	454,195	498,632
TOTAL EXPENDITURES	667,322	729,819
DECREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(213,127)	(231,187)
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Mount Washington Valley FIRST	7,397	5,622
Mt. Washington Valley Regional Collaboration	2,000	6,500
MWV Science Fair	6,047	14,577
Net assets released from donor restrictions	(29,723)	(29,213)
Net assets released from donor restrictions - net operating losses	(18,561)	(30,015)
DECREASE IN NET ASSETS WITH DONOR RESTRICTIONS	(32,840)	(32,529)
CHANGE IN NET ASSETS	(245,967)	(263,716)
NET ASSETS - BEGINNING OF YEAR	1,259,982	1,523,698
NET ASSETS - END OF YEAR	$ 1,014,015	$ 1,259,982

See Notes to Financial Statements

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	$ (245,967)	$ (263,716)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	145,195	145,195
Bad debt expense	18,113	50,954
Changes in assets and liabilities:		
Decrease (increase) in accounts receivable	(11,318)	(6,929)
Increase (decrease) in accounts payable and accrued expenses	59,215	(7,904)
(Decrease) increase in deferred revenue	4,464	(1,300)
NET CASH USED IN OPERATING ACTIVITIES	(30,298)	(83,700)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(154)	(153)
Disbursements on notes receivable	(146,220)	(114,376)
Receipts on notes receivable	537,377	296,094
NET CASH PROVIDED BY INVESTING ACTIVITIES	391,003	181,565
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term borrowings	(51,283)	(50,663)
NET CASH USED IN FINANCING ACTIVITIES	(51,283)	(50,663)
NET INCREASE IN CASH AND CASH EQUIVALENTS	309,422	47,202
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	352,459	305,257
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 661,881	$ 352,459
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Cash payments during the year for interest	$ 19,558	$ 26,900

See Notes to Financial Statements

MOUNT WASHINGTON VALLEY ECONOMIC COUNCIL

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED COMPARATIVE INFORMATION FOR 2018

	PROGRAM	MANAGEMENT AND GENERAL	2019 TOTAL	2018 TOTAL
Depreciation	$ 56,330	$ 88,865	$ 145,195	$ 145,195
Salaries and wages	39,153	64,317	103,470	110,379
Rental expenses	101,741	-	101,741	98,976
Transportation grant expense	83,416	-	83,416	77,331
Management fees	44,192	-	44,192	60,108
Real estate taxes	26,752	15,046	41,798	33,570
Professional fees	7,425	12,878	20,303	21,476
Interest expense	14,565	4,744	19,309	26,651
Bad debt expense	18,113	-	18,113	50,954
MWV Housing Collaboration expense	13,889	-	13,889	13,954
Meetings	1,677	9,877	11,554	15,167
Office supplies and expense	913	9,990	10,903	8,710
MWV Science Fair expense	9,301	-	9,301	8,409
Payroll taxes	-	8,140	8,140	8,655
Employee benefits	-	6,560	6,560	6,118
MWV FIRST expense	6,531	-	6,531	6,850
General insurance	1,260	4,558	5,818	4,996
Dues and subscriptions	-	3,903	3,903	2,098
Postage and delivery	-	2,231	2,231	2,628
Telephone and internet	-	2,203	2,203	2,168
Marketing and advertising	131	2,010	2,141	2,314
Payroll service fees	-	2,038	2,038	1,940
Training and education	1,544	-	1,544	18,251
Travel, meals and entertainment	24	1,001	1,025	2,788
Regional Collaboration expense	1,000	-	1,000	1,000
Bank charges and fees	48	469	517	997
Licenses and permits	-	124	124	122
Miscellaneous	365	-	365	16
Total expenditures	$ 428,370	$ 238,952	$ 667,322	$ 729,819

See Notes to Financial Statements

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

1. ORGANIZATION

Nature of Activities

The Mt. Washington Valley Economic Council (MWVEC or the Organization) is a voluntary not-for-profit organization incorporated under the laws of the State of New Hampshire (RSA 292) and organized to support existing business, to foster the formation of new business and to assist with relocation to the area, with a commitment to help businesses diversify, prosper and enhance their sustainability, while preserving the region's natural beauty.

Program Services – Revolving Loan Fund

The Revolving Loan Fund has been established through a Community Development Block Grant (CDBG) to provide financial assistance for the expansion of existing industries and businesses, as well as the attraction of new businesses and industries to the Mt. Washington Valley Region, with the primary goal of creating employment opportunities for low and moderate income persons.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When the restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Revenue and Support

A substantial amount of revenue for MWVEC is derived from State of New Hampshire and Federal grant programs for its revolving loan fund and related administrative costs, for capacity building purposes, and for infrastructure costs related to construction of the Technology Village.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions. Any grant, program service, rent or other revenues billed or collected in advance are included in deferred revenue and are recognizable within one year when the expenses to which they relate are incurred.

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 and 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. Actual results 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.

Investments

Investments include certificates of deposit with a maturity of more than three months.

Accounts, Grants, and Notes Receivable

MWVEC provides loans to local businesses under customary lending terms. Notes receivable are recorded at cost. MWVEC obtains collateral it deems adequate and appropriate and as approved by its board of directors on a loan-by-loan basis.

Accounts, grants, and notes receivable are stated at the amount management expects to collect from outstanding balances. MWVEC provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts, grants or notes receivable.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment are stated at fair value at the date of receipt. It is the policy of MWVEC to capitalize costs for these items in excess of $500. Lesser amounts are expensed. Depreciation expense is computed on the straight-line method based on the estimated useful lives of the assets as follows:

Office equipment	3 years
Land improvements	15 years
Leasehold improvements	15 years
Building	39 years

Designation of Net Assets Without Donor Restrictions

It is the policy of the Board of Directors of the Organization to review its plans from time to time for future property improvements and acquisitions, as well as other operating needs, and to designate appropriate sums of net assets without donor restrictions to assure adequate financing of such purposes.

Income Tax Status

MWVEC is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, MWVEC qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that MWVEC has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, MWVEC is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2016.

Advertising Costs

MWVEC expenses all advertising costs as incurred in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 340-20, *Accounting for Advertising Costs*.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis. Salaries and wages have been allocated based on time and effort. All other expenses are allocated based on direct assignment.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no

commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending December 31, 2019 and 2018 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

3. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of December 31, 2019 and 2018:

Financial assets at year-end:	2019	2018
Cash and cash equivalents	$ 661,881	$ 352,459
Investments	30,795	30,641
Accounts receivable, net of allowance	55,341	44,023
Current portion of notes receivable, net	67,472	177,974
Total current financial assets	$ 815,489	$ 605,097
Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 2,254,841	$ 2,287,681
Less net assets with purpose and time restrictions to be met in less than a year	(35,000)	(35,000)
Less infrastructure grant invested in property	(1,500,000)	(1,500,000)
Less revolving loan fund	(714,292)	(733,491)
Amounts not available within one year	5,549	19,190
Financial assets available to meet general expenditures over the next twelve months	$ 809,940	$ 585,907

4. CONCENTRATION OF RISK

MWVEC maintains all cash balances in four financial institutions located in Conway, New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 and at times balances might exceed FDIC limits. As of December 31, 2019, the MWVEC had cash in excess of FDIC limits of $87,185. At December 31, 2018, the balances did not exceed FDIC insured limits. MWVEC has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

5. INVESTMENTS

Investments consist of a certificate of deposit and are stated at fair value. The cost and fair value at December 31, 2019 and 2018 was $30,795 and $30,641, respectively.

6. NOTES RECEIVABLE

Notes receivable at December 31, 2019 and 2018 consist of the following:

	2019	2018
Note receivable, local business, with interest at 8.0%; secured by all business assets and a real estate mortgage; monthly payments of principal and interest in the amount of $910 through August 2012. An allonge was entered into in August 2015 to reduce the interest rate to 5.5% and the monthly payment of principal and interest to $869 and to extend the loan through August 2017. A second allonge was entered into in May 2015 reducing the monthly payment to $450 through August 2017 at which time the remaining balance was payable in full. A third allonge was entered into in October 2017 increasing the monthly payment to $600. This loan was paid in full at December 31, 2019.	$ -	$ 2,442
Note receivable, local business, with interest at 6.75%; secured by all business assets and real estate mortgages; monthly payments of principal and interest in the amount of $574 are due through June 2020. This loan was paid in full at December 31, 2019.	-	4,217
Note receivable, local business, with interest at 6%; secured by all business assets and a real estate mortgage; monthly payments of principal and interest in the amount of $1,110 were due through December 2016, at which time the remaining balance was payable in full. In April 2018, an allonge was entered into to extend the maturity date of the note to January 2022. This loan was paid in full at December 31, 2019.	-	40,022
Note receivable, local business, with interest at 7.24%; secured by all business assets and a real estate mortgage; monthly payments of principal and interest in the amount of $1,185 are due through February 2031, at which time the remaining balance is payable in full.	108,656	114,763
Note receivable, local business, with interest at 7.27%; secured by all business assets; monthly payments of interest only were due through February 2012, then monthly payments of principal and interest in the amount of $996 were due through February 2017. In		

February 2012 an allonge was entered into extending the interest only payments through February 2013, reducing the interest rate to 7.24% and extending the maturity date to February 2018. In February 2013 a second allonge was executed to extend the period of interest only payments through February 2014, reduce the interest rate to 5.5% and extend the maturity date to February 2019. Monthly payments of principal and interest in the amount of $955 were due through February 2019. This loan was paid in full at December 31, 2019.	-	1,897
Note receivable, local business, with interest at 5.5%; secured by all business assets and a real estate mortgage; monthly payments of principal and interest in the amount of $1,085 were due through December 2016, at which time the remaining balance was payable in full. In April 2018, an allonge was entered into to extend the maturity date of the note to January 2022. This loan was paid in full at December 31, 2019.	-	40,597
Note receivable, local business, with interest at 5.5%; secured by all business assets, a real estate mortgage, a life insurance policy and a personal guarantee of the owner; monthly payments of principal and interest in the amount of $224 were due through April 2018. An allonge was entered into in March 2018 to increase the interest rate to 6% and the monthly principal and interest payments to $231. The maturity date was extended to April 2023, at which time the remaining balance is payable in full.	25,387	26,595
Note receivable, local business, with interest at 5.5%; secured by all business assets; a real estate mortgage and a personal guarantee of the owner; monthly payments of principal and interest in the amount of $688 are due. In June 2018, the interest rate was increased to 6.91%. Monthly payments of principal and interest were increased to $750 and are due through August 2033, at which time the remaining balance is payable in full. This loan was paid in full at December 31, 2019.	-	82,846
Notes receivable, local business, with interest at 5.5%; secured by all business assets; a real estate mortgage and a personal guarantee of the owner; monthly payments of principal and interest in the amount of		

$1,032 are due. In June 2018 the interest rate was increased to 6.91%. Monthly payments of principal and interest were increased to $1,126 and are due through August 2033, at which time the remaining balance is payable in full. This loan was paid in full at December 31, 2019.	-	124,269
Note receivable, local business, with interest at 5.5%; secured by all business assets; a real estate mortgage, a life insurance policy and a personal guarantee of the owner; monthly payments of principal and interest in the amount of $447 were due through April 2018. An allonge was entered into in March 2018 to increase the interest rate to 6% and the monthly principal and interest payments to $462. The maturity date was extended to April 2023, at which time the remaining balance is payable in full.	50,774	53,190
Note receivable, local business, with interest at 5.5%; secured by all business assets; a real estate mortgage, a life insurance policy and a personal guarantee of the owner; monthly payments of principal and interest in the amount of $224 are were through April 2018. An allonge was entered into in March 2018 to increase the interest rate to 6% and the monthly principal and interest payments to $231. The maturity date was extended to April 2023, at which time the remaining balance is payable in full.	25,388	26,595
Note receivable, local business, with interest at 6.27%; secured by all business assets, two real estate mortgages and a life insurance policy; monthly payments of interest only were due through June 2016. An allonge was entered into in June 2016 to extend the interest only payment period through 2017, then monthly payments of principal and interest in the amount of $550 are due through December 2024, at which time the remaining balance is payable in full.	64,039	66,536
Note receivable, local business, with interest at 5.87%; secured by all business assets, personal guarantee, a real estate mortgage and a life insurance policy, monthly payments of principal and interest in the amount of $938 are due through March 2025.	48,301	57,025

Note receivable, local business, with interest at 5.83%; secured by all business assets, personal guarantees of the two owners, and a real estate mortgage, monthly payments of principal and interest in the amount of $661 are due through May 2025. This loan is three payments behind at December 31, 2019.	36,096	41,207
Note receivable, local business, with interest at 6.0%; secured by all business assets, personal guarantees of the two borrowers, and real estate mortgages; monthly payments of principal and interest in the amount of $555 are due through February 2021, at which time the remaining principal is payable in full. In December 2017 an allonge was entered into to lend an additional $50,000. The monthly payments of principal and interest in the amount of $1,037 will begin in January 2018 and continue through November 2022 at which time the remaining principal is payable in full. This loan was paid in full at December 31, 2019.	-	86,138
Note receivable, local business, with interest at 6.0%; secured by all business assets and a personal guarantee; monthly payments of principal and interest in the amount of $761 were due through June 2019. The balance of this loan is uncollectable and was written off as of December 31, 2019.	-	4,484
Note receivable, local business, with interest at 5.5%; secured by all business assets and personal guarantees of the two owners; monthly payments of principal and interest in the amount of $359 were due through August 2019. The note was written off in 2019.	-	8,786
Note receivable reserve for impairment	-	(8,786)
Note receivable, local business, with interest at 7.0%; secured by all business assets and a personal guarantee of the owner; monthly payments of principal and interest in the amount of $693 are due through August 2021. This loan is one payment behind at December 31, 2019.	13,660	20,177
Note receivable, local business, with interest at 7%; secured by all business assets and personal guarantees of the two owners; no payments due through April 2015, then monthly payments of principal and interest in the amount of $1,251 are due through May 2024. In July 2017, an allonge was entered into to deter the February – July monthly loan payments and amortize the loan		

balance to capitalize $2,981 of deferred interest. As of August 2017, the monthly principal and interest payments of $1,367 were due through May 2024. The note was written off in 2019.	-	87,168
Note receivable reserve for impairment	-	(87,168)
Note receivable, local business; with interest at 5.5%; secured by all business assets, a mortgage on business property and personal guarantees of the borrowers; monthly payments of principal and interest in the amount of $172 were due through June 2019. This loan was paid in full at December 31, 2019.	-	23,548
Note receivable, local business, with interest at 5.5%; secured by all business assets, a mortgage on business property and personal guarantees of the borrowers; monthly payments of principal and interest in the amount of $344 were due through June 2019. This loan was paid in full at December 31, 2019.	-	47,095
Note receivable, local business, with interest at 6%; secured by all business assets, a mortgage on business property and personal guarantees of the borrowers; monthly payments of principal and interest in the amount of $304 are due through April 2020. This loan was paid in full at December 31, 2019.	-	3,506
Note receivable, local business, with interest at 5.5%; secured by a personal guarantee of the borrower; monthly payments of principal and interest are deferred for 5 years. Beginning in September 2022 monthly payments of principal and interest will be calculated to capitalize all deferred interest into the principal and will continue through September 2027 at which time the remaining principal will be due in full. This loan has certain mandatory and voluntary conversion provisions.	28,094	26,720
Note receivable, local business, with interest at 6%; secured by all business assets, a real estate mortgage and personal guarantees of the borrowers; monthly payments of principal and interest in the amount of $333 are due through March 2023.	25,957	28,319
Note receivable, local business, with interest at 6%; secured by all business assets, a real estate mortgage and personal guarantees of the borrowers; monthly payments of principal and interest in the amount of $333 are due through March 2023.	25,957	28,319

Note receivable, local business, with interest at 6%; monthly payments of principal and interest in the amount of $100 are due through March 2021. This loan was paid in full at December 31, 2019.	-	8,553
Note receivable, local business, with interest at 6%; monthly payments of principal and interest in the amount of $100 are due through March 2021. This loan was paid in full at December 31, 2019.	-	8,553
Note receivable, local business, with interest at 6%; secured by all business assets; monthly payments of principal and interest in the amount of $228 are due through May 2021.	3,410	5,845
Note receivable, local business, with interest at 6%; secured by all business assets; monthly payments of principal and interest in the amount of $228 are due through May 2021.	3,410	5,845
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $333 are due through September 2023. This loan is one payment behind at December 31, 2019.	7,927	9,568
Note receivable reserve for impairment	(7,927)	-
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $333 are due through September 2023. This loan is one payment behind at December 31, 2019.	7,927	9,568
Note receivable reserve for impairment	(7,927)	-
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $809 are due through April 2024.	36,962	-
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $290 are due through April 2024.	13,250	-

Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $290 are due April 2024.	13,250	-
Note receivable, local business, with interest at 6%; secured by all business assets; monthly payments of principal and interest in the amount of $395 are due through January 2022.	9,266	-
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $870 are due through June 2024. This loan is one payment behind at December 31, 2019.	42,312	-
Note receivable, local business, with interest at 6%; secured by all business assets and a personal guarantee of the borrower; monthly payments of principal and interest in the amount of $456 are due through December 2022.	15,000	-
	589,169	998,439
Less current maturities	67,472	177,974
Long-term portion	$ 521,697	$ 820,465

Aggregate principal maturities required on long-term notes receivable as of December 31, 2019 are as follows:

Year Ending December 31	Amount
2020	$ 67,472
2021	174,510
2022	66,339
2023	176,506
2024	88,950
Thereafter	15,392
Total	$589,169

7. ACCOUNTS RECEIVABLES

Accounts receivables at December 31, 2019 and 2018 consisted of rents, services and dues totaling $55,341 and $44,023, respectively, which is net of an allowance of $1,600 in both years.

8. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses at December 31, 2019 and 2018 consisted of the following:

	2019	2018
Accounts payable – vendors	$ 42,314	$ 27,546
Accounts payable – Town of Conway, real estate taxes	107,006	62,299
Accrued payroll and related taxes	2,966	2,974
Accrued interest	148,897	149,149
Total accounts payable and accrued expenses	$ 301,183	$ 241,968

9. DEFERRED REVENUE

Deferred revenue at December 31, 2019 and 2018 consisted of the following:

	2019	2018
Membership and dues revenue	$ 18,475	$ 14,250
Other	239	-
Total Deferred Revenue	$ 18,714	$ 14,250

10. DEMAND NOTE PAYABLE

The Mt. Washington Valley Economic Council has a note payable with a bank, with interest at the bank's base rate (at sole discretion of the bank) minus .25%, currently 4.50%, with monthly payments of interest through February 2021, at which point the balance is due unless the note is extended. The balance at December 31, 2019 and 2018 was $72,958.

11. LONG-TERM DEBT

Long-term debt at December 31, 2019 and 2018 consisted of the following:

	2019	2018
Note payable, U.S. Department of Agriculture (USDA); credit agreement of up to $500,000, proceeds of which shall be used for a relending program; with interest at 1%; interest only for the first three years; secured by the revolving loan fund itself, including cash and investments, notes receivable from the ultimate recipients and MWVEC's security interest in collateral pledged by the ultimate recipients.	$ 312,328	$ 330,251
Note payable, U.S. Department of Agriculture (USDA); credit agreement of up to $500,000, proceeds of which shall be used for a relending program; with interest at 1%; interest only for the first three years; secured by the revolving loan fund itself, including cash and		

investments, notes receivable from the ultimate recipients and MWVEC's security interest in collateral pledged by the ultimate recipients.	382,618	399,845
Note payable with New Hampshire Business Finance Authority (NHBFA), with interest stated at 6.5% with monthly payments of interest due; as of April 2010, payments have been temporarily suspended until MWVEC sells land. As of May 2018, the loan is in forbearance under an agreement that expired May 2020. An extension is being negotiated.	679,999	679,999
Note payable with New Hampshire Business Finance Authority (NHBFA); with interest at 6%; interest only for the first 24 months, thereafter monthly principal and interest payments of $7,164 were due through November 2013, secured by a real estate mortgage. As of May 2018, the loan is in forbearance under an agreement that expired May 2020. An extension is being negotiated.	1,000,000	1,000,000
Note payable with New Hampshire Community Development Finance Authority (CDFA); credit agreement of up to $200,000, proceeds of which shall be used for a relending program; with interest at 2.25%; interest only for the first three years; secured by the revolving loan fund itself, including cash and investments, notes receivable from the ultimate recipients and MWVEC's security interest in collateral pledged by the ultimate recipients.	142,254	151,370
Note payable, U.S. Department of Agriculture (USDA); credit agreement of up to $500,000, proceeds of which shall be used for a relending program; with interest at 1%; interest only for the first three years; secured by the revolving loan fund itself, including cash and investments, notes receivable from the ultimate recipients and MWVEC's security interest in collateral pledged by the ultimate recipients.	191,156	198,173
	2,708,355	2,759,638
Less current maturities	184,841	51,282
Long-term portion	$ 2,523,514	$ 2,708,356

Aggregate maturities required on long-term debt at December 31, 2019 are as follows:

Year Ending December 31	Amount
2020	$ 184,841
2021	1,723,012
2022	43,443
2023	43,878
2024	44,317
Thereafter	668,864
Total	$2,708,355

12. NET ASSETS

Net assets with donor restrictions were as follows for the years ended December 31, 2019 and 2018:

	2019	2018
Special Purpose Restrictions:		
Fiscal Intermediary Agreements:		
MWV Regional Collaborative	$ 27,656	$ 39,545
MWV FIRST	1,869	1,004
MWV Community Health Council	4,418	4,418
MWV Science Fair	5,969	9,223
	39,912	54,190
Restricted in Perpetuity:		
Revolving Loan Fund		
CDBG grants	719,551	719,551
Rural Development grant	50,000	50,000
Business Development Corp. net assets	28,066	28,066
Loan fund losses and deficits	(525,066)	(506,504)
	272,551	291,113
Town of Conway RLF net assets, net of loan fund losses of $34,713	442,378	442,378
Total Revolving Loan Fund	714,929	733,491
Technology Village Infrastructure grants	1,500,000	1,500,000
Total net assets with donor restrictions	$ 2,254,841	$ 2,287,681

Net assets without donor restrictions for the years ended December 31, 2019 and 2018 are as follows:

	2019	2018
Net investment in property, plant and equipment	$ 1,982,518	$ 1,982,518
Board designated for revolving loan fund loss reserve	195,351	183,351
Undesignated (deficit)	(3,418,695)	(3,193,568)
Total net assets without donor restrictions	$(1,240,826)	$(1,027,699)

Net assets released from net assets with donor restrictions are as follows:

	2019	2018
Satisfaction of Purpose Restrictions:		
MWV Regional Collaborative	$ 13,890	$ 13,954
MWV FIRST	6,532	6,850
MWV Science Fair	9,301	8,409
Net operating losses	18,561	30,015
Total net assets released	$ 48,284	$ 59,228

13. NET ASSETS WITH DONOR RESTRICTIONS IN PERPETUITY

The MWVEC's net assets with donor restrictions in perpetuity represent monies available for lending from the Revolving Loan Fund established pursuant to the terms and conditions set forth in the Community Development Block Grant Program Agreement between the State of New Hampshire and the Town of Conway. The MWVEC was a sub-recipient of this Grant, and the Sub-recipient Agreement between the Town of Conway and MWVEC holds the MWVEC responsible for all terms of the Agreement between the Town and the State. During 2000, the Town of Conway contributed the net assets of its Revolving Loan Fund, in the amount of $416,286, to the MWVEC. Terms of the agreement with the Town of Conway place certain restrictions on the management and use of the net assets for future loans to be advanced to loan businesses. Other grants and donations are included in the Organization's permanently restricted net assets, and contain similar terms and conditions for purposes of the Revolving Loan Fund. Funding for the Revolving Loan Fund as of December 31, 2019 and 2018 is comprised of cash and notes receivable resulting from loan advances made under these programs.

The MWVEC's net assets with donor restrictions in perpetuity also include Federal and State of New Hampshire grant monies expended for land acquisition and infrastructure construction for a business facility with buildings for sale/lease, known as the Mount Washington Valley Technology Village.

14. FINANCIAL INTERMEDIARY DONATIONS, SUPPORT, AND EXPENSES

Mt. Washington Valley Regional Collaboration

MWVEC is acting as a financial intermediary for a group of people known as Mt. Washington Valley Regional Collaboration, whose mission is to develop a regional vision to improve economic growth, sustainable development, and quality of life in Mt. Washington Valley

communities. While acting as the intermediary, MWVEC deposits the contributions received into a separate bank account and records all revenues and expenses for the project. As of December 31, 2019 and 2018, cash and accounts receivable for the project amounted to $24,656 and $36,566 respectively, and is classified respectively.

For the years ended December 31, 2019 and 2018, total revenue for the Mt. Washington Valley Regional Collaboration amounted to $2,000 and $6,500, respectively, and total expenses amounted to $13,889 and $13,954, respectively.

Mount Washington Valley FIRST

MWVEC is acting as a financial intermediary for a group of people known as Mount Washington Valley FIRST. Mount Washington Valley FIRST is a robotics club whose mission is to create opportunities for all students through science and technology. As the intermediary, MWVEC deposits the contributions received into a separate bank account and records all revenues and expenses for the project. As of December 31, 2019 and 2018, cash held for the project amounted to $1,869 and $1,004, respectively.

For the years ended December 31, 2019 and 2018, total revenue amounted to $7,397 and $5,622, respectively, and total expenses amounted to $6,531 and $6,850, respectively.

White Mountain Valley Community Health Coalition

MWVEC is acting as a financial intermediary for a coalition of healthcare professionals known as White Mountain Valley Community Health Coalition whose mission is to promote and encourage optimal health and well-being in the community through education and communication. As the intermediary, MWVEC deposits the contributions received into a separate bank account and records all revenues and expenses for the project. As of December 31, 2019 and 2018, cash held for the project amounted to $4,418 and is classified as temporarily restricted.

For the years ended December 31, 2019 and 2018, there were no revenue or expenses.

Mount Washington Valley Regional Science Fair

MWVEC is acting as a financial intermediary for a collaboration of local educators known as Mount Washington Valley Regional Science Fair whose mission is to inspire young people to explore the world around them and to think creatively to find answers to scientific questions and solutions to technical problems. As the intermediary, MWVEC deposits the contributions received into a separate bank account and records all revenues and expenses for the project. As of December 31, 2019 and 2018, cash held for the project amounted to $5,969 and $9,223, respectively, and is classified as temporarily restricted.

For the years ended December 31, 2019 and 2018, total revenue amounted to $6,047 and $14,577, respectively, and total expenses amounted to $9,301 and $8,409, respectively.

15. SUBLEASE INCOME

In August 2006, the Organization occupied its newly constructed facility. Management leases excess space in this facility to other businesses to further the Organization's purpose described in Note 1. Included in rental income is $122,536 and $122,850 received under lease agreements for this facility for the years ended December 31, 2019 and 2018, respectively.

16. INTERMEDIARY RELENDING PROGRAM

On April 19, 2005, the Organization was awarded a participation in the U.S. Department of Agriculture (USDA) Intermediary Relending Program (IRP), the purpose of which is to establish a segregated revolving loan fund. The Organization is allowed to receive up to a $500,000 loan at 1% repayable over 30 years to fund this program. A 25% matching requirement in the amount of $125,000 of existing permanently restricted net assets has been provided by the Organization, and accounted for in separate general ledger accounts and its cash balances are maintained in a separate bank account in accordance with terms of the award.

On July 10, 2009, the Organization was awarded a second participation in the U.S. Department of Agriculture (USDA) Intermediary Relending Program (IRP), the purpose of which is to establish a segregated revolving loan fund. The Organization is allowed to receive up to a $500,000 loan at 1% repayable over 30 years to fund this program. A matching requirement in the amount of $125,000 of existing permanently restricted net assets has been provided by the Organization and is accounted for in separate general ledger accounts and its cash balances are maintained in a separate bank account in accordance with terms of the award.

On April 23, 2013, the Organization was awarded a third participation in the U.S. Department of Agriculture (USDA) Intermediary Relending Program (IRP), the purpose of which is to establish a segregated revolving loan fund. The Organization is allowed to receive up to a $212,000 loan at 1% repayable over 30 years to fund this program. A matching amount of $10,600 of existing permanently restricted net assets has been provided by the Organization, and is accounted for in separate general ledger accounts and its cash balances are maintained in a separate bank account in accordance with terms of the award.

17. RECLASSIFICATION

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

18. OTHER EVENTS

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization's business. The MWVEC is expected to experience an increase in notes receivable due to the increased need for capital for small businesses throughout the Mt. Washington Valley. Due to the decrease in economic activity, it is possible that the beneficiaries of these loans have become greater credit risks.

The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date.

Subsequent to year end, the MWVEC applied for and received a $22,700 loan from the Small Business Administration's Payroll Protection Program. If certain criteria are met, the loan can be forgiven. Because the MWVEC also received an EIDL grant for $3,000, the maximum amount of the loan that can be forgiven is $19,700.

Management has evaluated subsequent events through September 18, 2020, the date the financial statements were available to be issued. See note 18 regarding COVID-19 information.

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM ONE

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	$ 120,411	$ 76,836
Investments	30,795	30,641
Accounts receivable	-	20
Current portion of notes receivable	21,256	80,155
Total current assets	172,462	187,652
NOTES RECEIVABLE, less current portion	93,374	113,363
TOTAL ASSETS	$ 265,836	$ 301,015

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current maturities of long-term debt	$ 18,102	$ 17,922
Accounts payable	-	48
Accrued expenses	2,119	2,244
Total current liabilities	20,221	20,214
LONG-TERM DEBT, less current maturities	294,226	312,329
Total liabilities	314,447	332,543
NET ASSETS		
With donor restrictions	(48,611)	(31,528)
TOTAL LIABILITIES AND NET ASSETS	$ 265,836	$ 301,015

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM ONE

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
REVENUE		
Interest income	$ 11,530	$ 15,614
Program service revenue	250	344
Total revenue	11,780	15,958
PROGRAM EXPENSES		
Management fees	23,564	37,056
Professional fees	2,118	2,246
Interest expense	3,181	3,359
Bank fees	-	62
Total expenses	28,863	42,723
CHANGE IN NET ASSETS	(17,083)	(26,765)
NET ASSETS - BEGINNING OF YEAR	(31,528)	(4,763)
NET ASSETS - END OF YEAR	$ (48,611)	$ (31,528)

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM ONE

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	$ (17,083)	$ (26,765)
Adjustments to reconcile change in net assets to net cash (used in) operating activities:		
Changes in assets and liabilities:		
Decrease (increase) in accounts receivable	20	(20)
(Decrease) increase in accounts payable	(48)	48
Decrease in accrued expenses	(125)	(120)
NET CASH USED IN OPERATING ACTIVITIES	(17,236)	(26,857)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(154)	(153)
Disbursements on notes receivable	(41,845)	(46,500)
Receipts on notes receivable	120,733	100,554
NET CASH PROVIDED BY INVESTING ACTIVITIES	78,734	53,901
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term borrowings	(17,923)	(17,745)
NET CASH USED IN FINANCING ACTIVITIES	(17,923)	(17,745)
NET INCREASE IN CASH AND CASH EQUIVALENTS	43,575	9,299
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	76,836	67,537
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 120,411	$ 76,836
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Cash payments for interest	$ 3,181	$ 3,359

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM ONE

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	$ (17,083)	$ (26,765)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Changes in assets and liabilities:		
Decrease (increase) in accounts receivable	20	(20)
(Decrease) increase in accounts payable	(48)	48
Decrease in accrued expenses	(125)	(120)
NET CASH USED IN OPERATING ACTIVITIES	(17,236)	(26,857)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(154)	(153)
Disbursements on notes receivable	(41,845)	(46,500)
Receipts on notes receivable	120,733	100,554
NET CASH PROVIDED BY INVESTING ACTIVITIES	78,734	53,901
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term borrowings	(17,923)	(17,745)
NET CASH USED IN FINANCING ACTIVITIES	(17,923)	(17,745)
NET INCREASE IN CASH AND CASH EQUIVALENTS	43,575	9,299
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	76,836	67,537
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 120,411	$ 76,836
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Cash payments for interest	$ 3,181	$ 3,359

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM TWO

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	$ 151,620	$ 88,183
Current portion of notes receivable	15,323	14,989
Due from Economic Council	5,000	5,000
Total current assets	171,943	108,172
NOTES RECEIVABLE, less current portion	203,937	285,319
TOTAL ASSETS	$ 375,880	$ 393,491

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current maturities of long-term debt	$ 17,399	$ 17,227
Accrued expenses	1,815	1,897
Total current liabilities	19,214	19,124
LONG-TERM DEBT, less current maturities	365,219	382,618
Total liabilities	384,433	401,742
NET ASSETS		
With donor restrictions	(8,553)	(8,251)
TOTAL LIABILITIES AND NET ASSETS	$ 375,880	$ 393,491

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM TWO

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
REVENUE		
Interest income	$ 20,255	$ 21,033
Total revenue	20,255	21,033
PROGRAM EXPENSES		
Management fees	14,734	15,036
Professional fees	1,895	1,809
Supplies	11	73
Interest expense	3,917	4,088
Total expenses	20,557	21,006
CHANGE IN NET ASSETS	(302)	27
NET ASSETS - BEGINNING OF YEAR	(8,251)	(8,278)
NET ASSETS - END OF YEAR	$ (8,553)	$ (8,251)

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM TWO

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ (302)	$ 27
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Changes in assets and liabilities:		
Decrease in accrued expenses	(82)	(79)
NET CASH USED IN OPERATING ACTIVITIES	(384)	(52)
CASH FLOWS FROM INVESTING ACTIVITIES		
Disbursements on notes receivable	(15,000)	(10,000)
Receipts on notes receivable	96,048	67,655
NET CASH PROVIDED BY INVESTING ACTIVITIES	81,048	57,655
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term borrowings	(17,227)	(17,056)
NET CASH USED IN FINANCING ACTIVITIES	(17,227)	(17,056)
NET INCREASE IN CASH AND CASH EQUIVALENTS	63,437	40,547
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	88,183	47,636
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 151,620	$ 88,183
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Cash payments for interest	$ 3,917	$ 4,088

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM THREE

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS

	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	$ 139,331	$ 18,418
Current portion of notes receivable	2,565	7,489
Total current assets	141,896	25,907
NOTES RECEIVABLE, less current portion	48,209	169,970
TOTAL ASSETS	$ 190,105	$ 195,877

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current maturities of long-term debt	$ 7,087	$ 7,017
Accrued expenses	1,317	1,365
Total current liabilities	8,404	8,382
LONG-TERM DEBT, less current maturities	184,069	191,156
Total liabilities	192,473	199,538
NET ASSETS		
With donor restrictions	(2,368)	(3,661)
TOTAL LIABILITIES AND NET ASSETS	$ 190,105	$ 195,877

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM THREE

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
REVENUE		
Interest income	$ 10,940	$ 10,308
Total revenue	10,940	10,308
PROGRAM EXPENSES		
Management fees	5,894	8,016
Interest expense	1,934	2,005
Professional fees	1,819	1,667
Total expenses	9,647	11,688
CHANGE IN NET ASSETS	1,293	(1,380)
NET ASSETS - BEGINNING OF YEAR	(3,661)	(2,281)
NET ASSETS - END OF YEAR	$ (2,368)	$ (3,661)

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INTERMEDIARY RELENDING PROGRAM THREE

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Decrease in net assets	$ 1,293	$ (1,380)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Changes in net assets and liabilities:		
Decrease in accrued expenses	(48)	(46)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	1,245	(1,426)
CASH FLOWS FROM INVESTING ACTIVITIES		
Receipts on notes receivable	126,685	6,995
NET CASH PROVIDED BY INVESTING ACTIVITIES	126,685	6,995
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term borrowings	(7,017)	(6,947)
NET CASH USED IN FINANCING ACTIVITIES	(7,017)	(6,947)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	120,913	(1,378)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	18,418	19,796
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 139,331	$ 18,418
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Cash payments for interest	$ 1,933	$ 2,004

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MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Mt. Washington Valley Economic Council
Conway, New Hampshire

We have audited, in accordance with the 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, the financial statements of Mt. Washington Valley Economic Council (a non-profit organization), which comprise the statements of financial position as of December 31, 2019 and 2018 and the related statements of activities and cash flows, and notes to the financial statements for the years then ended and the statement of functional expenses for the year ended December 31, 2019, and have issued our report thereon dated September 18, 2020.

Internal Control Over Financial Reporting

In planning and performing our audits of the financial statements, we considered Mt. Washington Valley Economic Council's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Mt. Washington Valley Economic Council's internal control. Accordingly, we do not express an opinion on the effectiveness of the Mt. Washington Valley Economic Council's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency is a deficiency*, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Mt. Washington Valley Economic Council's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audits, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Mt. Washington Valley Economic Council's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Associates

North Conway, New Hampshire
September 18, 2020

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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MT. WASHINGTON VALLEY ECONOMIC COUNCIL

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Mt. Washington Valley Economic Council
Conway, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Mt. Washington Valley Economic Council's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Mt. Washington Valley Economic Council's major federal programs for the year ended December 31, 2019. Mt. Washington Valley Economic Council's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Mt. Washington Valley Economic Council's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Mt. Washington Valley Economic Council's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Mt. Washington Valley Economic Council's compliance.

Opinion on Each Major Federal Program

In our opinion, Mt. Washington Valley Economic Council complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2019.

Report on Internal Control Over Compliance

Management of Mt. Washington Valley Economic Council is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Mt. Washington Valley Economic Council's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Mt. Washington Valley Economic Council's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
September 18, 2020

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH ENTITY	PASS-THROUGH ENTITY IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	TOTAL FEDERAL EXPENDITURES
U.S. Department of Agriculture					
Rural Business - Cooperative Service Business and Industry - Intermediary Relending Program (outstanding commitments - loan balances to USDA)	10.767		NONE		$ 926,269
U.S. Department of Housing and Urban Development					
Community Development Block Grants - State's Program and Non-Entitlement Grants in Hawaii	14.228	N.H. Alliance of Regional Developments Corporations	17-405-CDCA		22,983
U.S. Department of Transportation					
TRANSIT SERVICES PROGRAMS CLUSTER Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Purchase of Service Grant	20.513	State of NH Department of Transportation	NH-16-X047 NH-16-X050	$ 83,416	88,749
TOTAL				$ 83,416	$ 1,040,001

See Notes to Schedule of Expenditures of Federal Awards

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2019

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Mt. Washington Valley Economic Council under programs of the federal government for the year ended December 31, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the Schedule presents only a selected portion of the operations of Mt. Washington Valley Economic Council, it is not intended to and does not present the financial position, change in net assets, or cash flows of Mt. Washington Valley Economic Council.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *the Uniform Guidance*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Mt. Washington Valley Economic Council has elected to not use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 USDA INTERMEDIARY RELENDING PROGRAM

The USDA Intermediary Relending Program listed subsequently is administered directly by Mt. Washington Valley Economic Council, and balances and transactions relating to this program are included in Mt. Washington Valley Economic Council's basic financial statements. Loans outstanding at the beginning of the year and loans made during the year are included in the federal expenditures presented in the Schedule. The balance of loans outstanding at December 31, 2019, consists of:

10.767	USDA Intermediary Relending Program	$886,102

MT. WASHINGTON VALLEY ECONOMIC COUNCIL

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Mt. Washington Valley Economic Council were prepared in accordance with GAAP.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Controls over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Mt. Washington Valley Economic Council were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Mt. Washington Valley Economic Council expresses an unmodified opinion on all major programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The program tested as major programs was: U.S. Department of Agriculture, CFDA 10.767, Intermediary Relending Program.

8. The threshold used for distinguishing between Type A and B programs was $750,000.

9. Mt. Washington Valley Economic Council was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS–MAJOR FEDERAL AWARD PROGRAM AUDIT

None

Key Personnel
Mt. Washington Valley Economic Council

Jac Cuddy	Executive Director	Full Time	$60,000
Diane Ryan	Business Manager	Part Time	$42,120

Resumes
Mt. Washington Valley Economic Council

Jac Cuddy Executive Director
With an extensive background in banking and business development in the Valley, Jac is a Certified Economic Developer and a SCORE counselor. He serves on the boards of the MWV Housing Coalition, the NH Housing Finance Authority, the MWV Regional Collaboration and White Mountain Community Health Center. He has also served as Chairman of the Conway Selectman and on the Conway Budget Committee. In addition to volunteering and work activities, he enjoys skiing and serves as a professional ski instructor.

Diane Ryan Business Manager
Diane has an extensive background in finance and accounting, previously working as the CFO for a high tech R&D company based in Massachusetts. Diane also worked as a paralegal in the law department of a multi-billion-dollar multinational aerospace manufacturer based in Florida. At the Mt. Washington Valley Economic Council Diane manages the day to day financial activities of the Council in addition to administrative grant management, fiscal agent responsibilities and loan processing. Diane currently serves as the Treasurer for the Town of Conway NH.

Mt. Washington Valley Economic Council
2021 Board of Directors

Scott Badger
Scott Cunningham
Andy Dean
Pat Farley
Linda Fox Phillips
Vicki Garland
Allen Gould
Donna Gridley
Hollie Hazzard
Pat Jones
Brenda Leavitt
Sara Young Knox
Ted Kramer
Art Mathisen
Josh McAllister
Andrew Orsini
Dan Ouellette
Gail Paine
Susan Perry
Kevin Richard
Tamara Roberge
Ron Sandstrom
Mary Seavey
Ace Tarberry
Greydon Turner
Joanne Warren