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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
April 4, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into a transportation vehicle agreement with the following subrecipient listed below, effective upon Governor and Executive Council approval through the date the vehicle is disposed. This request is relative to the vehicle agreement only; no funds will be provided to the entity with which the Department enters into a vehicle agreement as part of this request. A contract with a vendor has or will be entered into separately for the vehicles associated with this request. Funding will be 85% Federal Funds, 7.5% State Capital Funds, 7.5% Private/Local Funds.

Agency	Qty.	Vehicle Description	Total Cost*	Federal Funds 85%	State Funds 7.5%	Local Match 7.5%
Grafton County Senior Citizens Council, Inc., Lebanon, NH	1	8 passenger ADA Cutaway	\$80,000	\$68,000	\$6,000	\$6,000
Totals			\$80,000	\$68,000	\$6,000	\$6,000

**Estimate cost only; Department of Transportation to procure vehicle*

Revenue from Local Match will be recorded in:

04-96-96-964010-2916	<u>FY 2022</u>
Public Transportation	
005-402759 Increased Mobility	\$6,000.00

EXPLANATION

The Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program authorizes grants to States to purchase capital equipment for local non-profit sub-recipients that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering the FTA Section 5310 program since its inception, as authorized by RSA L21:1XIV3 Public Transit and Bus and Facility Match and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase request. The total purchase price of the capital equipment is estimated to be \$80,000.00, of which 85% is FTA Section 5310 funds (\$68,000.00), 7.5% state capital matching funds (\$6,000.00), and 7.5% local matching funds (\$6,000.00). The Department will be a listed lienholder and will hold title to the buses until their

disposition. The funds are budgeted in the Department’s State Fiscal Year 2022 budget, including prior year funds that are non-lapsing per the provisions of RSA 228:74-a.

The State purchases vehicles using budgeted FTA, state, and local funds and invoices the receiving non-profit subrecipients for their 7.5% local match contribution. Vehicles are purchased in accordance with State and Federal requirements through a statewide bus contract administered by the Department of Administrative Services’ Bureau of Purchase and Property. The funds for vehicle purchases are encumbered upon issuance of a purchase order.

The Department is seeking Governor and Executive Council approval to enter into a transportation vehicle agreement with the receiving agency, Grafton County Senior Citizens Center, which will bind them to Federal and State requirements for use and operation of the vehicle. A copy of the agreement that each subrecipient has signed prior to receiving its vehicle is attached.

The Department uses project selection criteria based on its State Management Plan for FTA programs to screen and select applicants, as follows:

1	The applicant identified how the project effectively meets the region's program-related needs and strategies, including those addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	25%
2	The applicant has successful experience in providing transportation services for seniors and individuals with disabilities or the applicant has outlined how the new service will be successful. (Replacement vehicles require minimal details.)	20%
3	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project. (Replacement vehicles require minimal details.)	20%
4	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	15%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government. (Replacement vehicles require minimal details.)	10%
6	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
	<i>*Note: Weights subject to change</i>	100%

NHDOT released a public notice on November 15, 2021, announcing the availability of funding from the FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program for FY 2022. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public/human services transportation.

Two transit agencies applied by the December 20, 2021, deadline, and both were awarded funds for eligible projects. The two transit agencies are Grafton County Senior Citizens Council and Granite State Independent Living.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5310 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Both applications met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transits systems. The evaluation matrix and scores are provided below for reference.

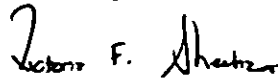
FY 2022 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Applicants	Average Score
Grafton County Senior Citizens Council (GCSCC)	83.5%
Granite State Independent Living (GSIL)	80.8%

Whereas the complexity of the specifications for cutaway vehicles/buses necessitates the Department to procure a cutaway bus on behalf of GCSCC, GSIL will procure its own accessible minivan via a separate contract.

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

Your approval is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

TRANSPORTATION VEHICLE USE AGREEMENT (VUA)

THIS AGREEMENT is by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and Grafton County Senior Citizens Council, a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 10 Campbell Street, Lebanon, NH 03766.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

- 1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit B, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit B following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit C, actual cost to be determined following award of bids for the project equipment.
- 1.2 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 vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle 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 vehicle on the motor vehicle title.

- 1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is understood and agreed that legal title to such equipment shall be immediately transferred to the State or, at the Department's sole discretion, to the Department's written designee.

Section 2

- 2.1 No more than 30 days after receipt of invoice from the State, or prior to the project equipment's being entered into service by the Contractor, whichever is later, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit C. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.
- 2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.
- 2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible. Failure to exhibit good-faith efforts to coordinate, as determined by the Department upon collaboration with the affected Regional Coordinating Council(s) (RCC), may be deemed a breach of contract.
- 2.4 The Contractor is responsible for all vehicle operating costs. The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life.
- 2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the FTA Circular 5010.1E, or most recent, and the State Management Plan, which are hereby incorporated by reference. If during the term of this Agreement any project equipment is not used in the manner herein described, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.
 - 2.5.1 The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

- 2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.
- 2.7 The Contractor shall secure automobile liability insurance commensurate with requirements set forth by the affected RCC. At a minimum, coverage shall be for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.
- 2.8 The Contractor shall implement and carry out a driver training program that meets or exceeds the Department's standards, as determined by the Department's Rural Transit Assistance Program (RTAP) committee. At time of execution, the minimum trainings include defensive driving, passenger assistance, and emergency evacuation procedures.
- 2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

- 3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

- 4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.
- 4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.
- 4.3 The Department will conduct periodic reviews to ensure compliance with such obligations. Notable federal requirements include, but are not limited to, developing and/or implementing

a Board-approved Title VI (Civil Rights) plan and ensuring all services are compliant with Americans with Disabilities Act (ADA) guidelines.

Section 5

- 5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department. The Department may require additional reports be submitted as deemed necessary, such as those designed to enhance RCC activities or ensure FTA compliance.

Section 6

- 6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.
- 6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above-named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

- 7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:
- 7.2 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;
- 7.3 The Contractor takes any action pertaining to this Agreement without the approval of the Department, and which under the procedures of this Agreement, would have required the approval of the Department;
- 7.4 The commencement, prosecution, or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible, or illegal;
- 7.5 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

- 8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and

against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

- 8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.
- 8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

- 9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.
- 9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
- 9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.
- 9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.
- 9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

Grafton County Senior Citizens Council

[Handwritten Signature]

Signature

Date: 3-31-22

Kathleen M. Vasconcelos

Type or Print Name

Executive Director

Title

State of New Hampshire, Department of Transportation

[Handwritten Signature]

Signature

Date: 4/15/2022

Patrick C. Herlihy

Director
Aeronautics, Rail and Transit

Type or Print Name

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office and is approved as to form and execution.

[Handwritten Signature]

Signature

Date: 5/5/2022

EMILY C. GOERING

Type or Print Name

Assistant AG

Title

EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

Grafton County Senior Citizens Council

EXHIBIT A

SPECIAL PROVISIONS

N/A

Grafton County Senior Citizens Council

EXHIBIT B

SCOPE OF SERVICES

PROJECT DESCRIPTION

- B.1 Replacement 8-passenger cutaway bus to provide ADA-accessible transportation services for seniors and individuals with disabilities in the Grafton County area, based out of the Upper Valley Senior Center in Lebanon, serving the towns of Lebanon, Hanover, Plainfield, Enfield, Etna, and Lyme. Transportation services will provide access to: medical appointments, shopping, human services, and community service programs.

Grafton County Senior Citizens Council

EXHIBIT C

Budget

QTY	PROJECT EQUIPMENT	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
1	8-Pass. ADA Cutaway	\$80,000	\$68,000	\$6,000	\$6,000
	Totals	\$80,000	\$68,000	\$6,000	\$6,000

C.1 Figures listed in table are for illustrative purposes only. Actual costs will vary pending the Department's procurement of the vehicle listed.

C.2 The Department will submit an invoice for the agency match to the Contractor. Details are provided in the Vehicle Use Agreement.

Grafton County Senior Citizens Council

EXHIBIT D

Vehicle Inventory

2011 Ford E350 6 & 3 small accessible gas	1FDEE3FS9BDA19526
2013 Ford Phoenix 8 & 2 gasoline	1FDEE3FL9DDA79091
2016 Ford E350 8 & 2 Passenger	1FDEE3FS6GDC57857
2016 Ford E350 8 & 2 Passenger Bus	1FDEE3FS4GDC57856
2016 Ford E350 8 & 2 Passenger Bus	1FDEE3FS8GDC57858
2016 Ford E350 8 & 2 Passenger Bus	1FDEE3FS0GDC57854
2017 E350 Ford Bus	1FDEE3FS1HDC29269
2017 Ford E350 Bus	1FDEE3FS4HDC29265
2018 Ford E350 Bus	1FDEE3FS5JDC23903
2019 Ford Phoenix 8&2	1FDEE3FS5KDC73962
2021 Ford E350 8&2 PO 1076784	1FDEE3FK0NDC11485
2021 Ford E350 8&2 PO1076784	1FDEE3FK8MDC13452
2021 Ford E350 8&2 PO1076784	1FDEE3K1MDC13454

State of New Hampshire

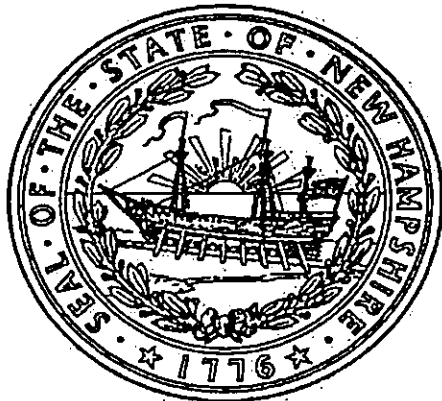
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. 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: 65677

Certificate Number: 0005744964



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of GRAPTON COUNTY SENIOR CITIZENS COUNCIL
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on JULY 24, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Vasconcelos, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of GRAPTON COUNTY SENIOR CITIZENS COUNCIL to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 3/31/22

William Geraghty
Signature of Elected Officer
Name: WILLIAM GERAGHTY
Title: Vice President, Board of Directors



GRAFCOU-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2022

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 Kinney Pike Insurance a One Digital Company 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: Janice Huntley	
	PHONE (A/C. No, Ext): (800) 296-5722 3716 FAX (A/C. No): (802) 296-6126 E-MAIL ADDRESS: jchuntley@kinneypike.com	
INSURED Grafton County Senior Citizens PO Box 433 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Massachusetts Bay Ins Co	22306
	INSURER B: Citizens Ins. Co. of America	31534
	INSURER C: Hanover Insurance Company	22292
	INSURER D: Wesco Insurance Company	25011
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZHV8862911	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADV8808402	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UHV8882696	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3555017	11/13/2021	11/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			ZHV8862911	10/25/2021	10/25/2022	Ded \$ 1,000

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

Workers Compensation Statutory Coverage applies in NH & FL. Robert Muh, William Geraghty, Dean Cashman and Martha Richards are Excluded Officers.

The State of NH Department of Transportation is named additional insured with respect to general liability to the extent required in executed written contract.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03301	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 <i>Sandra DeSole</i>
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FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Grafton County Senior Citizens Council, Inc.

The Applicant certifies to the applicable provisions of all categories: (check here)

Or,

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

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


Certifications and Assurances

Fiscal Year 2022

- 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 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 20 Tribal Transit Programs _____
- 21 Emergency Relief Program _____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Grafton County Senior Citizens Council, Inc. 

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 the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.



The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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

Certifications and Assurances

Fiscal Year 2022

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: 2-10-22 

Name: Kathleen M. Vasconcelos Authorized Representative of Applicant

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.

Grafton County Senior Citizens Council 2-5-21
Name of Agency Inc. Date

Kathleen Vasconcelos [Signature]
Name of Authorized Official Signature