



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Rail & Transit
November 7, 2024

REQUESTED ACTION

Authorize the Department of Transportation to amend an agreement with the County of Cheshire, (Vendor 177372), Keene, New Hampshire, Project #68034E, by increasing the price limitation by \$24,500, from \$490,600 to \$515,100, effective upon Governor and Council approval, with no change to the end date of June 30, 2025. The original agreement was approved by Governor and Council on June 14, 2023, Item # 72. 100% Federal Funds.

Funding for this amendment is available in the Fiscal year 2025 budget:

04-96-96-964010-2916	<u>FY 2025</u>
Public Transportation	
072-500575 Grants to Non-Profits-Federal	\$24,500

EXPLANATION

NHDOT has approved a request to amend funding from Federal Transit Administration (FTA) Section 5310 (Section 5310) Enhanced Mobility of Seniors & Individuals with Disabilities Program by \$24,500 from \$490,600 to \$515,100. The County of Cheshire provides transportation services in the Region 5 Monadnock Regional Coordinating Council (RCC) service area utilizing Section 5310 funds to support eligible activities including operating, capital, mobility management, and volunteer driver programs.

The Department's SFY 2025 operating budget includes funds from the Section 5310 that provides funds for capital, contracted services, and mobility management for seniors and individuals with disabilities in New Hampshire.

The County of Cheshire, in conjunction with its regional partners as applicable, will provide the required non-federal matching funds. In the event that Federal Funds become unavailable, general funds will not be requested to support this program.

The Amendment has been approved by the Attorney General as to form and execution and the Department has verified the necessary funds are available in the Fiscal Year 2025 budget. 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 of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a large initial "W" and a long, sweeping underline.

William J. Cass, P.E.
Commissioner

Attachments

AMENDMENT TO AGREEMENT

This Grant Amendment ("Amendment") is entered into this 2nd day of OCT, 2024, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord NH 03302-0483, (hereinafter referred to as "State") and County of Cheshire (hereinafter referred to as "the Grantee"), collectively referred to as ("the Parties").

WHEREAS, the Parties have entered into a Grant Agreement, approved by the Governor and Executive Council on June 14, 2023, Item 72. (hereinafter referred to as "the Grant");

WHEREAS, the Parties desire to amend the Grant as provided in this Amendment; and

WHEREAS, the Grant allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Grant, and set forth herein, the Parties hereto do hereby agree as follows:

1. Section 1.8, "Grant Limitation" of the G-1 form is amended to read (\$515,100)
2. Amended Exhibit C, Budget, C.1 be amended to include an additional \$24,500 of 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, for a revised contract price of \$515,100;
 - a. Table below
3. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Grant, and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

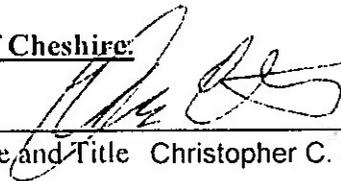
**EXHIBIT C
BUDGET (REVISED)**

Program Funding	SFY 2024	SFY 2025	Amendment	Revised Total
FTA Section 5310				
Contracted Services	\$181,909	\$181,909	-\$79,139	\$284,679
Mobility Management Activities	\$52,441	\$52,441	-\$780	\$104,102
Regional Mobility Manager Position	\$10,950	\$10,950	\$104,419	\$126,319
Total FTA Section 5310 Funds	\$245,300	\$245,300	\$24,500	\$515,100
Amended Total Grant Funding				\$515,100

b. Funds are contingent upon Federal appropriations.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

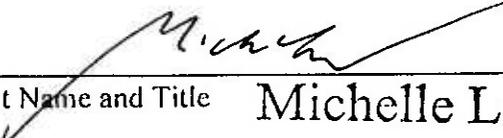
County of Cheshire:

By: 

Date: 2-Oct-2024

Print Name and Title Christopher C. Coates, County Administrator

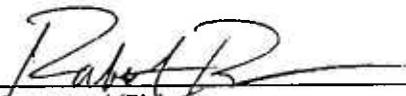
NH Department of Transportation

By: 

Date: 11/15/24

Print Name and Title Michelle L. Winters Director of Aeronautics, Rail & Transit

Approved by Attorney General

By: 
Print Name and Title Robert Pearce, Attorney

Date: November 26, 2024

Approved by Governor and Council

G & C Item number: _____

G & C Meeting Date: _____

**CHESHIRE COUNTY
EXHIBITS TO CONTRACT**

Amendment

Certificate of Good Standing Exemption

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

FTA Section 5310

County of Cheshire, New Hampshire

EXHIBIT C

SPECIAL PROVISION

County of Cheshire, New Hampshire is not required to have a Certificate of Good Standing because they are a "political subdivision" under RSA 5:18-a.



County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

CERTIFICATE OF VOTE

I, Terry M. Clark, Cheshire County Commissioner Clerk, do hereby certify that I am a duly elected Officer of the County of Cheshire. I hereby certify the following is a true copy of a vote taken at a meeting of the Commissioners of the County of Cheshire duly called and held on October 2, 2024 at which a quorum of the Commissioners was present and voting.

WHEREAS: The New Hampshire Department of Transportation has awarded the County of Cheshire an amendment to the FTA Section 5310 (Combined) RCC Program grant agreement for an additional \$24,500, for a total grant amount of \$515,100, with completion date of June 30, 2025.

VOTED: That County Administrator Christopher C. Coates is hereby authorized on behalf of the County of Cheshire to accept the aforementioned grant and to enter into a grant agreement with the aforementioned funder and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate to effect the purpose of this vote; and to also enter into any contractual agreements; including, but not limited to vendor subcontracts, subrecipient agreements, and/or memorandums of understandings; as necessary to carry out the goals, objectives, and activities of the agreement.

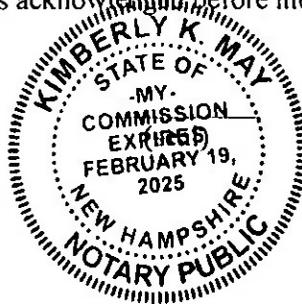
VOTED: That Grants Manager Suzanne Bansley or Grants Specialist Jennifer Robinson are hereby appointed as the authorized certifying officials, contacts, and liaisons with regards to the above referenced agreement and are both hereby authorized on behalf of the County of Cheshire to certify or sign vouchers or requisitions for payments or claims to the agreement.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date of the execution of this document. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this Certificate of Authority.

Commissioner Clerk, Terry M. Clark

STATE OF NEW HAMPSHIRE
County of Cheshire

The foregoing instrument was acknowledged before me this 2nd day of October, 2024 by Terry M. Clark.



Kimberly K. May, Notary Public
Commission Expires February 19, 2025



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/3/2024 mpurcell@nhprimex.org
State of New Hampshire Department of Transportation 7 Hazen Dr PO Box 483 Concord, NH 03302			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

County of Cheshire (fiscal sponsor for Monadnock Region Coordinating Council for Community Transportation)

Name of Applicant: _____

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 2024

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

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CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

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.

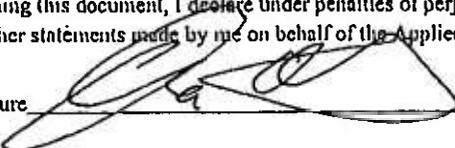
The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing 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 2024

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: 3/5/24

Name

Christopher C. Coates, County Administrator

Authorized Representative of Applicant

FFY 2024 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2024 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 2024 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.

County of Cheshire

Name of Agency

6/5/24

Date

Suzanne Bansley, Grants Manager

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/Contracting Agency: Cheshire County

Cheshire County 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: \$24,500

Catalog of Federal Domestic Assistance (CFDA) number: 20.513

FTA Award Name: FTA SECTION 5310 RCC PROGRAM APPLICATIONS

Federal Award Identification Number (FAIN): **NH-2023-012**

Federal Award Date: **11/29/23**

Contact information for sub-awarding official:

Name: Frederick J. Butler Title: Public Transportation Administrator

Email: Frederick.J.Butler@dot.nh.gov Phone: 603-271-2565

Is this award for research and development? No

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

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: *Cheshire County*

Subrecipient/Contractor SAM.GOV I.D.: **RX31FLVKUVY3**

Name of authorizing subrecipient/contracting official: John G. "Jack" Wozniak

Title of authorizing subrecipient/contracting official: Chair County Commissioners

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient/Contractor Federal indirect cost rate: **De Minimis**

(An approved federally recognized indirect cost rate negotiated between the subrecipient/contractor 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: 6/14/23 End Date: 6/30/25



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

For FFY: 2025 Section: 5310 RCC Amount:\$24,500

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

For FFY: 2025 Section: 5310 RCC Amount: \$515,100

Pass-through requirements:

The Subrecipient/Contractor, Cheshire County agrees to meet all requirement imposed by the pass-through entity (NH DOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

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

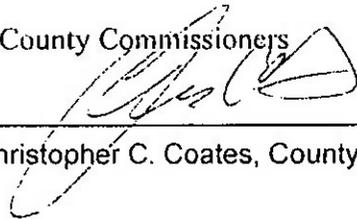
The Subrecipient/Contractor, Cheshire County agrees to permit the pass-through entity (NH DOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 2-Oct-2024

Name of authorizing subrecipient/contracting official: John G. "Jack" Wozmak

Title of authorizing subrecipient/contracting official: Chair County Commissioners

Signature of authorizing subrecipient/contracting official: _____


Christopher C. Coates, County Administrator

Handwritten initials



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

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*William Cass, P.E.
Commissioner*

*David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner*

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

Bureau of Rail & Transit
April 26, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole source agreement with the County of Cheshire, (Vendor 177372), Keene, New Hampshire, for an amount not to exceed \$490,600 for coordinated transportation services for seniors and individuals with disabilities, for the period July 1, 2023 through June 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

Funding for this agreement is contingent upon the availability of funds in Fiscal Year 2024 and Fiscal Year 2025, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
04-96-96-964010-2916		
Public Transportation		
072-500575 Grants to Non-Profits-Federal	\$245,300	\$245,300

EXPLANATION

The County of Cheshire has been awarded Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program funds in the amount of \$490,600 to provide expanded transportation services in the Region 5 Monadnock Regional Coordinating Council (RCC) service area.

FTA Section 5310 funds support eligible activities including operating, capital, mobility management, and volunteer driver programs.

The Department's proposed SFY 2024 and 2025 operating budget includes funds from the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) that provides funds for capital, contracted services, and mobility management for seniors and individuals with disabilities in New Hampshire.

The County of Cheshire will act as the lead agency to facilitate 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 5 Monadnock Regional Coordinating Council.

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 Monadnock RCC designated the County of Cheshire as the lead agency for Region 5 and tasked the County of Cheshire with applying for Section 5310 RCC funds on behalf of Region 5. As required by FTA, all projects are identified in a locally developed coordinated public transit-human services transportation plan.

The County of Cheshire, in conjunction with its regional partners as applicable, will provide the required non-federal matching 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 and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2024 and 2025 budget. 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 of this resolution is respectfully requested.

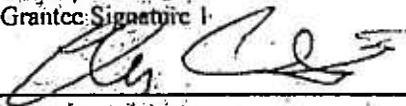
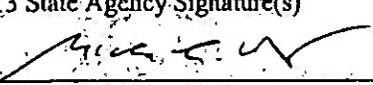
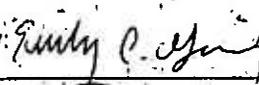
Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William Cass, P.E.
Commissioner

Attachments

Subject: SFY 2024 - 2025 FTA Section 5310 RCC Region 5**GRANT AGREEMENT**The State of New Hampshire and the Grantee hereby
Mutually agree as follows:**GENERAL PROVISIONS****1. Identification and Definitions.**

1.1. State Agency Name NH Department of Transportation		1.2. State Agency Address PO Box 483 & Hazen Dr. Concord, NH 03302-0483	
1.3. Grantee Name Cheshire County		1.4. Grantee Address 12 Court Street, Keene, NH 03431-3402	
1.5. Grantee Phone # 603-355-3023	1.6. Account Number 04-96-96-964010-2916-072 500575	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$490,600
1.9. Grant Officer for State Agency Frederick Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10. State Agency Telephone Number 603-271-2565	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Chris Coates, County Administrator	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Michelle L. Winters Director of Aeronautics, Rail & Transit	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/18/2023			
1.16. Approval by Governor and Council (if applicable) By:  SECRETARY OF STATE JUN 14 2023			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS:**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily, or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**CHESHIRE COUNTY
EXHIBITS TO CONTRACT**

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

Certificate of Good Standing Exemption

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

FTA Section 5310

County of Cheshire
EXHIBIT A
SPECIAL PROVISIONS

- A.1. Amend G-1 Section 2. "SCOPE OF WORK" by adding the following:
- 2.1. The Grantee may change services as described in Exhibit B, Scope of Services (hereinafter the "Services") only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- A.2. Amend G-1 Section 3. "AREA COVERED" by adding the following:
- 3.1. Services may extend to adjacent states with prior written approval from the State. The State reserves the right to require formal cost allocation measures.
- A.3. Amend G-1 Section 5. "GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT" by adding the following:
- 5.6. As applicable based on Federal participation ratios, the amount paid by the State to the Grantee shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Operating, administrative and capital costs are identified in Exhibit C. The Grantee shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Grant Price Limitation.
 - 5.7. 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.
 - 5.8. The Grantee 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.
 - 5.9. 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 Grantee shall produce) and inspect any documents and records described in Section 7.
 - 5.10. 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 Grantee and shall pay said amount, subject to other provisions of this Agreement.
 - 5.11. Final Payment. The Grantee's provision of all reports required under this Agreement is a condition precedent to final payment.
- A.4. Amend G-1 Section 6. "COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS" by adding the following:
- 6.1. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Federal Title VI non-discrimination requirements.
 - 6.2. The Grantee 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.

- 6.3. The provisions of 2 CFR 200 shall apply to local administration of this agreement and any subgrantee under this agreement.

A.5. Amend G-1 Section 12. "TERMINATION" by adding the following:

- 12.5. The Termination Report must be approved by the State and the Federal Transit Administration (FTA) prior to final payment.
- 12.6. Completion of Services; Payment of Price. Excepting those obligations of the Grantee 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 Grant Price, this Agreement, and all obligations of the parties hereunder, shall cease and neither party shall have further recourse under the Agreement.

A.6. Amend G-1 Section 9. "DATA; RETENTION OF DATA; ACCESS" by adding the following:

- 9.6. The following restrictions apply to all subject data first produced in the performance of this Agreement:
- 9.6.1 Except for its own internal use, the Grantee may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Grantee 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.
- 9.6.2 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 grant, 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.
- 9.7. It is the FTA's intent to increase the body of mass transportation knowledge. Therefore, the Grantee understands and agrees that in addition to the rights set forth in 9.6 (b) above, the FTA may make available to any recipient, subgrantee, grantee or subgrantee its license in the copyright to the date derived under this Agreement or a copy of the data first produced under this Agreement.
- 9.8. The Grantee 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.
- 9.9. 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:
- 9.10. Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Grantee by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

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

A.7. Amend G-1 Section 15. "ASSIGNMENTS/AND/SUBGRANTEES" by adding the following:

15.1 The Grantee shall cause the provisions of this grant to be inserted in all subgrants for any work covered by this Agreement so that the provisions will be binding on each subgrantee; provided, however, that the foregoing provisions shall not apply to subgrantees for standard commercial supplies or raw materials. The Grantee shall take such action with respect to any subgrant as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Grantee shall ensure that any subgrantee has obtained all licenses, permits or approvals required for the performance of grant Services.

A.8. Amend G-1 by adding "DEFINITIONS" as Section 25:

25. **DEFINITIONS**

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services 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 Grant as modified and approved by the State.

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

SECTION 5310: Section 5310 of the Fixing America's Surface Transportation Act (FAST), as amended.

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

A.9. Amend G-1 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

26. **ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS**

26.1. **Ledgers.** Grantee and/or subgrantee shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Grantee. 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 Grant 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. Grantee shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.

26.2. **Accounts Receivable.** The Grantee and/or subgrantee shall deposit all revenue in an interest-bearing account with a banking institution in this State. Grantee shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Grantee and/or subgrantee shall credit all revenue to the appropriate receipt account. Grantee and/or subgrantee shall establish and maintain an Accounts Receivable Ledger. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State

- and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.
- 26.3. **Payables.** Grantee and/or subgrantee 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 Grantee shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Grant Manager or designee. Immediately upon payment, Grantee and/or subgrantee shall make entries to the appropriate ledger sheets documenting payment. (Each subgrantee shall identify a Grant Manager).
 - 26.4. **Voucher and Receipt Register.** Grantee and/or subgrantee shall establish and maintain two registers that will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount, and purpose of action. No self-designated abbreviations are to be used.
 - 26.5. **Check Register.** Grantee and/or subgrantee shall maintain a check register. This register is also considered a book of original entry and is posted to the ledger immediately.
 - 26.6. **Time Sheet, Taxes, and Benefits.** Grantee and/or subgrantee shall require each of its employees 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 Grantee shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Grant Manager shall review completed and signed time reports and cause them to be posted to the appropriate category in the general ledger. The Grantee shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Grant Manager shall ensure that all payments are on a timely basis.
 - 26.7. **Reimbursements.** On a monthly basis, the Grantee shall submit a description of Grant activities, in a format as required by the State. Should the Grantee show a profit for any month, the Grantee shall apply the amount of profit against subsequent reimbursement requests. The Grantee 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.
 - 26.8. **Maintenance of Records.** The Grantee shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Grantee shall maintain, and make available to the State and the FTA, records relating to complaints and comments received from the public. In the event the State disputes the Grantee's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
 - 26.9. **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 Grantee's normal business hours, and as often as the State or the FTA may demand, the Grantee shall make available to the State and the FTA or their designees all records pertaining to matters covered by this Agreement. The Grantee shall permit the State and the FTA to audit, examine, and reproduce such records, and to make audits of all contracts, grants, invoices, materials, payrolls, records of personnel, Data (as defined in G-1 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in 1.3 of G-1.
 - 26.10. **Independent Audit.** The Grantee 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 Grant Budget for that specific purpose.

- 26.10.1 In the event the audit reveals that monies are due and owing to the State from the Grantee, for whatever reasons, the Grantee shall pay to the State such sums within thirty (30) days of the audit date.
- 26.11. The Grantee 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.
- 26.12. **General Transit Feed Specification (GTFS).** The Grantee shall generate and keep updated General Transit Feed Specification (GTFS) data and submit related data for reporting to the National Transit Database (NTD) as required. The Grantee shall submit related data to the State upon request.
- A.10. Amend G-1 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 Grantee:
- 27.1. 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.
- 27.2. All vehicles shall be purchased by the State unless the Grantee has received prior approval from the State to procure vehicles.
- 27.3. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Grantee subject to the prior approval of the State.
- 27.4. Title to all project equipment funded or otherwise provided by the Grantee shall be in the name of the Grantee; provided, however, that the Grantee 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 Grantee 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.
- 27.5. In the event that this Agreement is terminated, all project equipment and property become the property of the State and it is understood and agreed that legal title to such equipment 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 unless written approval is received.
- A.11. Amend G-1 by adding "**EQUIPMENT CERTIFICATION**" as section 28:
28. **EQUIPMENT CERTIFICATION.** The Grantee shall maintain a current inventory listing of all Project Equipment and Real Property involved in this Agreement. The Grantee shall submit to the State a certification that the Project Equipment and Real Property as referenced in Section 27, is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State on an annual basis beginning June 30, 2024.
- A.12. Amend G-1 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 grant 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 Grantee 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.13. Amend G-1 by adding "SAFETY REQUIREMENTS" as section 33:
33. **SAFETY REQUIREMENTS.** As applicable, all project equipment shall be inspected and certified by the Department of Safety and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.
- 33.1. As applicable, the Grantee shall provide the State with full, and prompt written notification of any accident involving any vehicle used in its Services. In addition, the Grantee shall be responsible to report any accident in compliance with State law.
- 33.2. The Grantee shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.
- 33.3. The Grantee shall submit any data/documentation related to FTA's Transit Asset Management or Public Transportation Agency Safety Plan purposes as required by NHDOT for compliance purposes.
- A.14. Amend G-1 by adding "SERVICE LIMITATIONS" as section 34:
34. **SERVICE LIMITATIONS.** The Grantee shall not engage in the provision 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, as applicable, without obtaining the appropriate operating authority. The Grantee shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.
- A.15. Amend G-1 by adding "GRANTEE REPRESENTATIONS" as section 35:
35. **GRANTEE REPRESENTATIONS.** The Grantee 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 Grantee 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.16. Amend G-1 by adding "LABOR PROVISIONS" as section 36:
36. **LABOR PROVISIONS.** The Grantee agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 5333(b) of 49 USC 53 or as amended, incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit B.

A.17. Amend G-1 by adding "PATENT RIGHTS" as section 37:

- 37. PATENT RIGHTS.** If any invention, improvement, or discovery of the Grantee is conceived or first actually reduced to practice in the course of or under this grant, which invention, improvement or discovery may be patentable under the laws of the United States or any foreign country, the Grantee shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Grantee 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.18. Amend G-1 by adding "BROKERAGE REPRESENTATION" as section 38:

- 38. BROKERAGE REPRESENTATION.** The Grantee warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Grantee, 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 Grantee, 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.

**CHESHIRE COUNTY
EXHIBIT B
SCOPE OF SERVICES**

1. The Grantee, County of Cheshire, New Hampshire, (hereinafter the "Grantee") will provide transportation services 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 "the State").
2. The Grantee will serve as the lead agency for Region 5 Cheshire-Monadnock for FTA Section 5310 RCC funds to provide accessible transportation services to seniors and individuals with disabilities in cooperation with the Region 5 Cheshire-Monadnock RCC. This project is for the period July 1, 2023 – June 30, 2025. The Grantee's grant application is hereby incorporated by reference and made part of this agreement. The Grantee agrees to provide all services indicated in the grant application unless modified per this agreement.
3. The following terms and conditions apply to all of the FTA Section 5310-funded services for seniors and individuals with disabilities provided by Grantee pursuant to this agreement:
 - a. The State may require the Grantee to provide additional transportation services or to reduce transportation services provided under this grant. Any alterations to such transportation services shall be submitted in writing by the State to the Grantee. The Grantee shall implement the alterations within thirty (30) days unless a different timeframe is agreed to by the State and the Grantee.
 - b. Mobility management activities, and as applicable, transportation services, subgrantees, and maximum reimbursement rates, shall consist of those submitted in the Grantee's 5310 Regional Coordinating Council (RCC) application or as subsequently modified by the State through written notification to the Grantee. Further amendments to mobility management activities, transportation services, subgrantees, and/or maximum reimbursement rates require RCC approval, as documented in official minutes, as well as written approval from the State.
 - c. 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" and/or within the most recent "New Hampshire Statewide Mobility Manager Network: A Blueprint for Implementation", both 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 State.

- d. All services provided shall conform to FTA Section 5310 guidelines. Per FTA requirements, the Grantee shall be responsible for oversight of subgrantees and contractors relative to FTA requirements.
- e. The Grantee 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 subgrantee/lower tier subrecipient that does not utilize accessible vehicles to grant with an accessible provider in order to meet this requirement.
- f. The Grantee must fulfill its contractual obligations and provide its scope of services throughout the grant period regardless of expenses exceeding the maximum allowed to be reimbursed. As necessary, the Grantee shall establish trip priorities to ensure funds are not expended prematurely.
- g. The State may require the Grantee to provide additional transportation services or to reduce transportation services provided under this grant. Any alterations to such transportation services shall be submitted in writing by the State to the Grantee. The Grantee shall implement the alterations within thirty (30) days unless another timeframe is agreed to by the State and the Grantee.

**CHESHIRE COUNTY
EXHIBIT C
BUDGET**

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

	SFY 2024	SFY 2025
FTA Section 5310		
Cheshire County		
Contracted Services	\$181,909	\$181,909
Mobility Management Activities	\$52,441	\$52,441
Regional Mobility Manager Position	\$10,950	\$10,950
Total FTA Section 5310 Funds	\$245,300	\$245,300
Total Two-Year Grant Funds	\$490,600	

- a. Funds are contingent upon Federal and State appropriations.
- II. Not less than fourteen days prior to the submission of the Grantee's first request for reimbursement, the Grantee shall submit to the State a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State. Unless otherwise advised by State, budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.
- III. The Grantee may seek reimbursement for these funds by submitting a monthly or quarterly invoice for the total eligible expenses, less agency match as applicable to State. 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 Grantee will verify that reimbursement is for non-Medicaid-eligible trips only.
- VI. For expenses other than contracted services, unless written approval is received from State, the Grantee 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 State, the Grantee may carry forward any unexpended portion of the federal funds included in the Grant Price to a subsequent Grant, if any, between the State and the Grantee.

County of Cheshire, New Hampshire

EXHIBIT C

SPECIAL PROVISION

County of Cheshire, New Hampshire is not required to have a Certificate of Good Standing because they are a "political subdivision" under RSA 5:18-a.



County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

CERTIFICATE OF VOTE

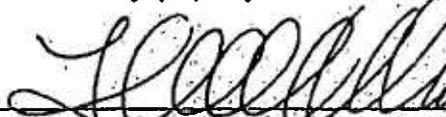
I, Terry M. Clark, Cheshire County Commissioner Clerk, do hereby certify that I am a duly elected Officer of the County of Cheshire. I hereby certify the following is a true copy of a vote taken at a meeting of the Commissioners of the County of Cheshire duly called and held on 26 April 2023 at which a quorum of the Commissioners were present and voting.

VOTED: That Commissioner Chair John "Jack" G. Wozmak, J.D. or County Administrator Christopher C. Coates are hereby authorized on behalf of the County of Cheshire to enter into the FTA Section 5310 (Combined) RCC Program grant agreement with State of New Hampshire Department of Transportation and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate to effect the purpose of this vote.

VOTED: That County Administrator Christopher C. Coates is hereby authorized on behalf of the County of Cheshire to enter into any contractual agreements; including, but not limited to vendor subcontracts, subrecipient agreements, and/or memorandums of understandings; as necessary to carry out the goals, objectives, and activities of the agreement.

VOTED: That Grants Manager Suzanne Bansley is hereby appointed as the authorized certifying official and primary contact and liaison with regards to the above referenced agreement and is hereby authorized on behalf of the County of Cheshire to certify or sign vouchers or requisitions for payments or claims to the agreement.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date of the execution of this document. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.



Commissioner Clerk, Terry M. Clark

STATE OF NEW HAMPSHIRE
County of Cheshire

The forgoing instrument was acknowledged before me this 26th day of April, 2023 by Terry M. Clark.



Rodney Bouchard, Justice of the Peace
Commission Expires: 4/8/2025



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regard to the Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Transportation/ Bureau of Rail & Transit Hazen Dr P.O. Box 483 Concord, NH 03302					Date: 1/25/2023 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto																										
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024																								
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Limits:</td> <td style="width: 45%;">NH Statutory Limits May Apply (If Not)</td> </tr> <tr> <td>Each Occurrence</td> <td></td> </tr> <tr> <td>General Aggregate</td> <td></td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> <tr> <td>Combined Single Limit (Each Accident)</td> <td></td> </tr> <tr> <td>Aggregate</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Statutory</td> <td></td> </tr> <tr> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease - Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease - Policy Limit</td> <td></td> </tr> <tr> <td>Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td></td> </tr> </table>			Limits:	NH Statutory Limits May Apply (If Not)	Each Occurrence		General Aggregate		Fire Damage (Any one fire)		Med Exp (Any one person)		Combined Single Limit (Each Accident)		Aggregate		<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit		Blanket Limit, Replacement Cost (unless otherwise stated)	
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Disease - Each Employee	\$2,000,000																									
Disease - Policy Limit																										
Blanket Limit, Replacement Cost (unless otherwise stated)																										
Description: Proof of Primex Member coverage only.																										

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/25/2023 mpurcell@nhprimex.org
State of New Hampshire Department of Transportation 7 Hazen Dr PO Box 483 Concord, NH 03302			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone .603-228-3833 fax

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: County of Cheshire, NH

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 2023

- 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: County of Cheshire, NH

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.

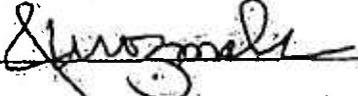
The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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 2023

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: 2/1/23

Name County Commissioner Chair John G. "Jack" Wozmak Authorized Representative of Applicant

FFY 2022 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

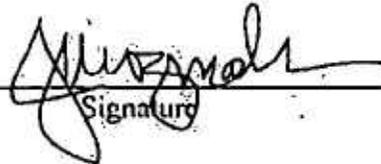
The Federal Transit Administration (FTA) Federal Fiscal Year 2022 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2022 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.

County of Cheshire, NH
Name of Agency

5-16-22
Date

John G. "Jack" Wozmak, JD
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/Contracting Agency: Cheshire County

Cheshire County 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: \$490,600

Catalog of Federal Domestic Assistance (CFDA) number: 20.513

FTA Award Name: FTA SECTION 5310 RCC PROGRAM APPLICATIONS

Federal Award Identification Number (FAIN): TBD

Federal Award Date: TBD

Contact information for sub-awarding official:

Name: Michelle L. Winters Title: Director of Aeronautics, Rail & Transit

Email: Michelle.L.Winters@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/Contractor Information:

Subrecipient/Contractor Name: *Cheshire County*

Subrecipient/Contractor SAM.GOV I.D.: RX31FLVKUVY3

Name of authorizing subrecipient/contracting official: John G. "Jack" Wozmak

Title of authorizing subrecipient/contracting official: Chair County Commissioners

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient/Contractor Federal indirect cost rate: De Minimis

(An approved federally recognized indirect cost rate negotiated between the subrecipient/contractor 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 (d)).

Subaward Period of performance:

Start Date: 7/1/23 End Date: 6/30/25



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

For FFY: 2024 Section: 5310 RCC Amount: \$490,600

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

For FFY: 2024 Section: 5310 RCC Amount: \$490,600

Pass-through requirements:

The Subrecipient/Contractor, Cheshire County agrees to meet all requirement imposed by the pass-through entity (NH DOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

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

The Subrecipient/Contractor, Cheshire County agrees to permit the pass-through entity (NH DOT) 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: 04/26/2023

Name of authorizing subrecipient/contracting official: Chris Coates

Title of authorizing subrecipient/contracting official: County Administrator

Signature of authorizing subrecipient/contracting official:

COUNTY OF CHESHIRE, NEW HAMPSHIRE

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2021

and

Independent Auditor's Report

**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***

**Report on Compliance for Each Major Federal Program and
Report on Internal Control Over Compliance
Required by the Uniform Guidance**

Schedule of Findings and Questioned Costs

**COUNTY OF CHESHIRE, NEW HAMPSHIRE
FINANCIAL STATEMENTS
December 31, 2021**

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COUNTY OF CHESHIRE, NEW HAMPSHIRE
FINANCIAL STATEMENTS
December 31, 2021

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
County of Cheshire, New Hampshire

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County of Cheshire, New Hampshire (the County), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County of Cheshire, New Hampshire, as of December 31, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and

therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in the County's proportionate share of the net OPEB liability, schedule of County OPEB contributions, schedule of changes in the County's total OPEB liability and related ratios, schedule of changes in the County's proportionate share of the net pension liability, and schedule of County pension contributions on pages i-x and 39-46 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic 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 May 17, 2022 on our consideration of the County'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 solely 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 the effectiveness of the County's 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 County of Cheshire, New Hampshire's internal control over financial reporting and compliance.

Vashon Clukay & Company PC

Manchester, New Hampshire
May 17, 2022

CHESHIRE COUNTY, NEW HAMPSHIRE MANAGEMENT'S DISCUSSION & ANALYSIS

The discussion and analysis of Cheshire County's financial performance provides an overview of the County's financial activities for the year ended December 31, 2021. The intent of this discussion and analysis is to look at the County's financial performance as a whole.

FINANCIAL HIGHLIGHTS

Key financial highlights for 2021 are as follows:

- The County's net position for year-end was \$24,762,139 an increase of \$8,653,098 which represents a 53.72% increase over the 2020 net position of \$16,109,041. The major increase is due to ARPA funds that are being invested in capital assets as well as an increase in the County's self-funded insurance plan.
- At the end of the current year, the County's governmental funds reported a combined ending fund balance of \$21,823,007 an increase of \$4,415,767 from the prior year balance of \$17,407,240. Of this amount, \$15,888,316 is available for spending (unassigned).
- At the end of the current year, unassigned fund balance for the General Fund was \$15,888,316, which represents a 31.32% increase from the prior year balance of \$12,098,539.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements. These statements are organized so the reader can understand the County as a financial whole or as an entire operating entity. The statements also provide a detailed look at specific financial conditions.

The County's basic financial statements are comprised of three components:

1. Government-wide financial statements
2. Fund financial statements
3. Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Government-wide financial statements are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The statement of net position presents information on all of the County's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the balance reported as net position. The statement of activities presents information showing how the County's net position changed during the current year. These statements are prepared using the accrual basis of accounting similar to the accounting method used by private sector companies. This basis of accounting takes into consideration all of the current year's revenues and expenses, regardless of when the cash is received or paid.

CHESHIRE COUNTY, NEW HAMPSHIRE MANAGEMENT'S DISCUSSION & ANALYSIS

The change in net position is important because it tells the reader whether, for the County as a whole, the financial position of the County has improved or diminished. However, in evaluating the overall position of the County, non-financial information such as changes in the County's tax base and the condition of the County's capital assets will also need to be evaluated.

In the statement of net position and the statement of activities, the County is presented as one activity:

- **Governmental Activities**—All of the County's programs and services are reported here, including General Government, Public Safety, Human Services/Medicaid Expenses, Assisted Living Facility, Conservation and Economic Development as well as the County Nursing Home. These services are funded primarily by taxes and intergovernmental revenues, including federal and state grants and other shared revenues. The Nursing Home does generate revenue in charges for services but does require funding by taxes as well.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain controls over resources that have been segregated for specific activities or objects. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The funds of Cheshire County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds. Fund financial statements provide detailed information about the County's major funds. Based on the restriction on the use of moneys, the County has established many funds that account for the multitude of services provided to our residents. In 2021, the County has determined the General Fund and American Rescue Plan (ARPA) Fund to be major governmental funds.

GOVERNMENTAL FUNDS—Governmental funds are used to account for essentially the same functions reported as governmental activities on the government wide financial statements. Most of the County's basic services are reported in these funds that focus on how money flows into and out of the funds and the year-end balances available for spending. These funds are reported on the modified accrual basis of accounting that measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the County's general government operations and the basic services being provided, along with the financial resources available.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities on the government wide financial statements. By doing so, readers may better understand the long-term effect of the government's short term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The County maintains a multitude of individual governmental funds. Information is presented separately on the governmental fund balance sheet and on the governmental fund statement of revenues, expenditures, and changes in fund balances for the major funds, identified earlier as the General Fund and ARPA Fund. Data from the other governmental funds, which includes Hemenway Fund, Deeds Surcharge, Sheriff's Forfeiture Fund and Civil Processing, Jail Canteen, Court House

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

Restoration Fund, CDBG Fund, Opiate Trust Fund, Maplewood Capital Fund, Energy Upgrade and Grant Funds are combined into a single, aggregated presentation.

PROPRIETARY FUNDS—The County has one proprietary fund. The County uses an internal service fund for its self-funded Health and Dental Insurance account.

FIDUCIARY FUNDS—Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are not reflected on the government-wide financial statements because the resources from those funds are not available to support the County's programs. The accounting method used for fiduciary funds is much like that used for the proprietary funds. The County's custodial funds account for the Registry of Deeds, Nursing Home Resident Funds and the Jail Inmate funds.

NOTES TO THE FINANCIAL STATEMENTS—The notes provide additional information that is essential to gaining a full understanding of the data provided on the government-wide and fund financial statements.

OTHER INFORMATION—In addition to the basic financial statements and accompanying notes, this report presents the General Fund's actual revenues and expenditures as compared to the legally adopted budget.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The table below provides a summary of the County's net position for the year ended December 31, 2021 compared with 2020.

County assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$24,762,139 as of December 31, 2021. This is an increase in net position, of \$8,653,098 from 2020.

Cheshire County, New Hampshire Net Position As of December 31, 2021 and December 31, 2020		
	<u>Governmental Activities</u>	
	<u>2021</u>	<u>2020</u>
Current and Other Assets	\$ 33,601,159	\$ 25,923,074
Direct Financing Lease A/R	0	0
Note Receivable	0	0
Capital Assets, Net	<u>72,791,998</u>	<u>73,009,074</u>
Total Assets	<u>\$ 106,393,157</u>	<u>\$ 98,932,148</u>
Deferred Outflows of Resources		
Loss on debt refunding	361,445	491,724
Def outflow OBEB Liab	645,793	803,192
Def Outflows Net Pension Liab	<u>3,690,936</u>	<u>6,069,223</u>
Total Deferred Outflows	<u>\$ 4,698,174</u>	<u>\$ 7,364,139</u>
Current Liabilities	12,856,318	10,603,162
Non current Liabilities	<u>66,543,095</u>	<u>77,098,323</u>
Total Liabilities	<u>\$ 79,399,413</u>	<u>\$ 87,701,485</u>

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

Cheshire County, New Hampshire Net Position
As of December 31, 2021 and December 31, 2020

	Governmental Activities	
	2021	2020
Deferred Inflows of Resources		
Def Inflow finance lease	\$ 0	\$ 6,305
Def Inflow OBEB Liab	472,394	599,270
Def Inflow Net Pension Liab	<u>6,457,385</u>	<u>1,880,186</u>
Total Deferred Inflows	<u>\$ 6,929,779</u>	<u>\$ 2,485,761</u>
Net Position		
Net Investment in Capital Assets	28,495,685	26,476,198
Restricted	458,250	402,187
Unrestricted (deficit)	<u>(4,191,796)</u>	<u>(10,769,344)</u>
Total Net Position	<u>\$ 24,762,139</u>	<u>\$ 16,109,041</u>

Total net position is presented in three categories: net investment in capital assets, restricted and unrestricted.

The largest portion of the County's net position is related to capital assets (e.g., land and improvements, buildings and building improvements, machinery and equipment, vehicles, and infrastructure). The figure presented, \$28,495,685, is net of any related debt incurred to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the County's net position, \$458,250, represents resources that are subject to restrictions on how they can be used. For Cheshire County, those restrictions include those related to limitations imposed by statutes governed by the State of New Hampshire, grants and restricted donations.

The remaining portion (-\$4,191,796) resulted in an increase of \$6,577,548 over 2020 of (-\$10,769,344).

The next statement provided shows the changes in the net position for 2020 and 2021.

Cheshire County, Changes in Net Position

	Governmental Activities	
	2021	2020
Revenues:		
Program Revenues		
Charges for Services	\$ 15,953,275	\$ 13,361,961
Operating Grants and Contributions	14,883,785	11,959,895
Capital Grants and Contributions	<u>713,794</u>	<u>270,071</u>
Total Program Revenues	<u>31,550,854</u>	<u>25,591,927</u>
General Revenues		
Property Taxes	28,718,371	28,718,371
Interest and Investment	29,848	126,143

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

Other	1,058,937	990,754
Loss on disposal of Asset	<u>(30,006)</u>	<u>(33,629)</u>
Total General Revenue and Loss on Disposal of Asset	<u>29,777,150</u>	<u>29,801,639</u>
Total Revenues	<u>61,328,004</u>	<u>55,393,566</u>
Expenses:		
General Government	6,702,164	7,038,421
Public Safety	9,069,447	10,157,229
Human Services	14,589,215	11,705,503
Conservation	60,484	67,671
Economic Development	889,344	423,488
Interest and fiscal charges	1,366,323	1,609,976
Cheshire County Nursing Home	<u>19,997,929</u>	<u>21,520,235</u>
Total Expenses	<u>52,674,906</u>	<u>52,522,523</u>
Increase (Decrease) in Net Position	<u>\$ 8,653,098</u>	<u>\$ 2,871,043</u>
Net position – beginning	<u>\$ 16,109,041</u>	<u>\$ 13,237,998</u>
Net position – ending	<u>\$ 24,762,139</u>	<u>\$ 16,109,041</u>

Governmental Activities

Charges to users of governmental services made up \$15,953,275 or 26.01% of total government revenues and include such services as provided by the Nursing Home, Sheriff's Department, Department of Corrections, Registry of Deeds, Assisted Living Apartments and Connected Families. Additionally, the County receives revenue from operating grants and other contributions. In 2021, this totaled \$14,883,785 or 24.27% of total government revenue. Operating grants are used to fund expenses associated with programs such as the Domestic Violence Prosecutor, the Victim Witness Program and the Regional Prosecutor Program, Drug Court and Connected Families. Other contributions included in the amount are grants for Public Health initiatives as well as Pro Share Funds and MQIP receipts to support Maplewood Nursing Home.

In 2021, the County was the recipient of COVID funding from the Cares Act as well as an indirect allocation of COVID funding from the State of New Hampshire. Additionally, Cheshire County received a direct allocation of American Rescue Plan Funds. The major impact in the operating grants and contributions is attributed to the ARPA funds received and allocated in 2021.

Property tax revenues are the County's largest revenue, accounting for \$28,718,371 or 46.83% of total government revenues. As noted previously, the County is able to recover some of its expenses through user charges, however, a great deal of County operations do not have revenue sources sufficient or available to meet their expenses and as a result are funded by Property Taxes.

One of the largest expenses funded through the assessment of taxes is associated with the obligation towards the Human Service Medicaid Expenses. This area is responsible for paying the County's share of funding for those Cheshire County residents needing Medicaid assistance. As of July 1, 2008, the County took on 100% of the non-federal share for residents in Long Term Care Facilities and for County residents receiving their care at home (Choices for Independence). As a result, the State of New Hampshire took over 100% of the non-federal share of the other programs which

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

included Board and Care of Children, Old Age Assistance, Aide to the Permanently and Totally Disabled and Provider Services. As the cost of these programs outweigh the cost of the LTC and Home Care programs, there was a "Hold Harmless" provision included in the statute that protected the Counties from being exposed to additional expenditures above normal inflationary rates for State Fiscal Years 2009 and 2010. After SFY 2010, the legislature establishes caps to determine the maximum liability exposure for these expenses on a biennial basis. The amount of 2021 County Taxes attributable to the State pass through for these Medicaid State Programs was \$7,028,659 or 24.47% of County Taxes.

Although the Nursing Home is able to recover most its expenses through user charges, the Nursing does require a subsidy from property taxes:

As a government owned nursing home, the census of Medicaid residents is much higher than private nursing home levels. As of December 31, 2021, approximately 89% of the nursing home census consisted of residents needing Medicaid assistance in order to pay for their care. Based on the 2021 Medicaid cost report for Maplewood, the per diem rate was calculated to be \$608.90, however, the actual paid per diem as of December 31, 2021 was \$198.85 or \$410.05 per day short of 2021 costs. The supplemental payment provided an additional reimbursement averaging \$54.27 with the Proportionate Share Funds providing additional reimbursement of \$170.92 per day. These additional payments still leave the allowable per diem rate short by approximately \$184.86 per day.

As of January 1, 2022, the Medicaid rate for Maplewood Nursing Home increased by \$2.62 per day to a daily rate of \$201.47.

The analysis for governmental activities indicates the total cost as well as the net cost of services. The net cost of services identifies the cost of those supported by tax assessments and unrestricted revenues that are not directly related to specific charges for services or grants and contributions that would offset those services.

**Cheshire County, Governmental Activities
For Year Ending December 31, 2021 and December 31, 2020**

	Total Cost of Services		Net Cost of Services	
	2021	2020	2021	2020
General Government	\$ 6,702,164	\$ 7,038,421	\$ 5,197,011	\$ 5,641,375
Public Safety	9,069,447	10,157,229	6,562,791	8,058,435
Human Services	14,589,215	11,705,503	6,597,399	8,660,173
Conservation	60,484	67,671	60,484	67,671
Economic Development	889,344	423,488	(912)	0
Nursing Home	19,997,929	21,520,235	1,340,956	2,892,966
Interest Expense	1,366,323	1,609,976	1,366,323	1,609,976
Total Expenses	\$ 52,674,906	\$ 52,522,523	\$ 21,124,052	\$ 26,930,596

Financial Analysis of County Funds

Cheshire County uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

Governmental Funds

During the year ended December 31, 2011, the County implemented GASB Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions. Under Statement 54, the County has segregated fund balance into five classifications: Nonspendable, Restricted, Committed, Assigned and Unassigned. One major example of the effects caused by the implementation of GASB 54 is that the various Capital Reserve Fund balances are now reported as part of the General Fund.

As of December 31, 2021, the County's governmental funds reported a combined ending fund balance of \$21,823,007, an increase of \$4,415,767 in comparison with the prior year. The majority of the increase is due to the receipt of ARPA funds. Approximately 72.8% of this total, \$15,888,316, represents unassigned fund balance, an increase of \$3,789,777 over 2020 or 23.46% of the County's annual budget. The County has applied \$3,663,507 towards 2022 taxes adjusting the unassigned to 18.05%.

The amount of the County's unassigned fund balance is in line with our objective of retaining a recommended level of between 13% and 17% and to evaluate the use of fund balance for anything over 18% in subsequent budgets.

A complete description of the above mentioned classifications and a more detailed breakdown may be found on page 36 of the Notes to the Basic Financial Statements.

Budgetary Highlights

By State statute, the County Convention must adopt its annual budget within 90 days after the beginning of the County's fiscal year. Therefore, any new purchases or proposed changes to the budget are not executed until the budget is adopted. On March 22, 2021, the County Convention adopted the 2021 budget. As adopted, the bottom line was down 11.48%, (\$7,261,753) for a total budget of \$56,017,994. The major decrease was due to gross proceeds of bond proceeds from 2020 in comparison to 2021. Taxes to be raised were up by .64%, \$182,712 over 2020 for total taxes to be raised of \$28,901,083.

The County became aware that it would become direct recipients of American Rescue Plan Funds (ARPA). In June, 2021, the County received its first tranche in the amount of \$7,389,309.50. The ARPA funds were placed into a separate account with a substantial amount recommended to be expended. As a result, the 2021 budget was amended. Cheshire County not only supported their own needs but also looked to the community by providing a portion of their allocation to all Cheshire County Municipalities as well as assisting small businesses and non-profits that had struggled economically during COVID. Below is a list of the 2021 allocation of the Cheshire County ARPA funds.

- \$1,000,000 – Total allocation to Cheshire County Municipalities
- \$200,000 – Aide to Small Businesses
- \$500,000 – Aide to Non Profits
- \$15,000 – Employee Retention
- \$750,000 – Employee Premium Pay
- \$2,350,258 – HVAC upgrades to County buildings
- \$6,500 – Community Arts Funding
- \$1,300,000 – Emergency Management System Capital Start-up Costs
- \$63,825 – Administrative Support
- \$12,000- MNH Entrance Access Card system
- \$1,067,542 – Maplewood Construction Project for COVID delays

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

Further the County received Pro Share funds in June, 2021 in an amount greater than what was originally budgeted. On August 10, 2021, a budget amendment was brought before the County Delegation amending the budget for the receipt of the receipt of the ARPA funds that were being recommended for expenditure as well as non-budgeted ProShare funds of \$4,065,420.

With the added Pro Share Funds received, the Delegation approved additional spending of \$450,000 as well as setting aside \$722,000 in Capital Reserves and \$2,711,633 further set aside to offset future taxes. Finally, they amended taxes to be raised by making a reduction in the amount of \$182,712 resulting in a 0% increase in taxes for 2021. The total amendments impacting the bottom line spending resulted in an amended budget of \$67,725,230.

Further budgetary highlights include Registry of Deeds revenues coming in \$309,000 over projections as well as revenues for the Department of Corrections coming in approximately \$400,000 over projections due to revenue generated from holding Federal Inmates. Additionally, the Connected Families program that was grant funded in prior years and is now a billable program generated approximately \$1,000,000 in surplus for 2021.

Capital Assets and Debt Administration

Capital Assets—The County's investment in capital assets for governmental activities as of December 31, 2021, was \$72,791,998 (net of accumulated depreciation). This investment in capital assets includes land and improvements, water and waste water systems, buildings and improvements, improvements other than buildings, machinery and equipment, vehicles, and construction in progress.

Major Capital projects and or equipment that were in progress or finalized in 2021 include the final new construction at Maplewood Nursing Home. Other County Facilities building and equipment were complete totaling approximately \$430,000.

Note 3 – Notes of Capital Assets provides additional information about capital asset activity during 2021.

Long-Term Debt—At December 31, 2021, the County had total general obligation bonded debt and notes payable outstanding of \$44,081,293. Of this amount, \$10,450,000 is for the County Correctional Facility with the Geothermal Heating and Cooling System Bond for the County Correctional Facility having an outstanding balance at year-end of \$150,000. In 2017 the County bonded for the Expansion and Renovation of Maplewood Nursing Home and as of December, 2021 had an ending balance of \$24,820,000. The County purchased 33 Winter Street in 2020 with a long term lease with the State of New Hampshire for the State Court Systems. This had an outstanding balance of \$6,090,000. Additionally, the County entered into a Joint Obligation with the City of Keene to pay off a bond the City had outstanding for the 33 Winter Street Building. Based on the joint obligation, the outstanding amount applicable to the county as of year-end was \$135,000. The County entered into an Energy Upgrade project for a total of \$2,391,704. The financing was done via a Capital lease and broken down in two parts to lease the portion of the LED lighting for 10 years with the other upgraded equipment to be financed over 20 years. As of December 31, 2021 the 10 year outstanding amount is \$546,000 with the 20 year component at \$1,845,704. Finally, the County has two outstanding vehicle leases for the Sheriff's Department totaling \$44,589.00.

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

The County's long term bonded debt decreased by debt payments of \$3,856,250 during 2021 and increased by \$2,420,673 with the addition of the Energy Capital Lease.

The current outstanding debt for Cheshire County is as follows:

**Cheshire County, Outstanding Debt
December 31, 2021**

	Governmental Activities	Years Remaining
Jail Construction	10,450,000	6
Jail Geothermal System	150,000	3
Maplewood Nursing Home	24,820,000	16
33 Winter Street *	6,090,000	19
Joint City Debt	135,000	9
Energy Upgrade Cap Ls (1)	1,845,704	20
Energy Upgrade Cap Ls (2)	546,000	10
2020 Sheriff Vehicle Ls	15,620	1
2021 Sheriff Vehicle Ls	<u>28,969</u>	2
Total Outstanding	\$ 44,081,293	
*Self-Sustaining Debt		
Debt Ratios FY2021	\$44,081,293	\$37,991,293
	Overall Debt	Nct Debt
Per Capita (76,040 – 2020)	\$579.71	\$499.62
Ratio to Nct Assessed Val(\$7,688,443,544)	0.57%	0.49%
Ratio to Modified Assessed Valuation (\$7,724,260,385)	0.57%	0.49%

Having issued a new bond for the purchase of 33 Winter Street, on January 2, 2020, Moody's assigned a Aa2 rating for this bond issue.

Economic Factors

- The Cheshire County unemployment rate for December 2021 was 2.7%, which compares to the State's rate of 3.0 %, the New England rate of 4.5% and the national rate of 3.9 %.
- Most recent equalized assessed valuations of property used for appropriating Cheshire County's 2021 taxes were \$8,666,908,474. This is an increase over the prior year assessed valuations of 8.01% or \$642,642,769.
- There were no outstanding tax payments due as of December 31, 2021.

**CHESHIRE COUNTY, NEW HAMPSHIRE
MANAGEMENT'S DISCUSSION & ANALYSIS**

- Below is a list of the 2021 Tax Apportionments to the Towns and the City of Keene.

	2021 Apportionment
Alstead	\$ 646,975
Chesterfield	2,072,623
Dublin	908,618
Fitzwilliam	1,202,279
Gilsum	255,561
Harrisville	815,195
Hinsdale	1,330,959
Jaffrey	1,942,478
Keene	7,227,370
Marlborough	615,865
Marlow	254,539
Nelson	468,843
Richmond	413,385
Rindge	2,539,279
Roxbury	91,846
Stoddard	1,060,489
Sullivan	215,207
Surry	325,858
Swanzy	2,274,728
Troy	544,259
Walpole	1,713,518
Westmoreland	648,688
Winchester	<u>1,149,809</u>
Total	<u>\$28,718,371</u>

Requests for Information

This financial report is designed to provide a general overview of the county's finances for all those with an interest in the governments' finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Sheryl A. Trombly, Finance Director, 12 Court Street, Keene, NH 03431 or strombly@co.cheshire.nh.us.

EXHIBIT A
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Net Position
December 31, 2021

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 27,436,701
Restricted cash	2,329,760
Investments	325,836
Accounts receivable, net	812,029
Due from other governments	2,465,828
Prepaid items	<u>231,005</u>
Total Current Assets	<u>33,601,159</u>
Noncurrent Assets:	
Capital assets:	
Non-depreciable capital assets	1,630,224
Depreciable capital assets, net	<u>71,161,774</u>
Total Noncurrent Assets	<u>72,791,998</u>
Total Assets	<u>106,393,157</u>
DEFERRED OUTFLOWS OF RESOURCES	
Loss on debt refunding	361,445
Deferred outflows of resources related to OPEB liability	645,793
Deferred outflows of resources related to net pension liability	<u>3,690,936</u>
Total Deferred Outflows of Resources	<u>4,698,174</u>
LIABILITIES	
Current Liabilities:	
Accounts payable	2,110,039
Accrued liabilities	1,511,566
Retainage payable	37,511
Due to other governments	811,826
Advances from grantors	4,397,665
Unearned revenue	155,838
Current portion of bonds payable	3,665,000
Current portion of joint obligation payable	15,000
Current portion of capital leases payable	<u>151,873</u>
Total Current Liabilities	<u>12,856,318</u>
Noncurrent Liabilities:	
Bonds payable	41,247,433
Joint obligation payable	120,000
Capital leases payable	2,284,419
Compensated absences payable	927,374
OPEB liability	3,289,378
Net pension liability	<u>18,674,491</u>
Total Noncurrent Liabilities	<u>66,543,095</u>
Total Liabilities	<u>79,399,413</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources related to OPEB liability	472,394
Deferred inflows of resources related to net pension liability	<u>6,457,385</u>
Total Deferred Inflows of Resources	<u>6,929,779</u>
NET POSITION	
Net investment in capital assets	28,495,685
Restricted	458,250
Unrestricted (deficit)	<u>(4,191,796)</u>
Total Net Position	<u>\$ 24,762,139</u>

See accompanying notes to the basic financial statements

EXHIBIT B
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Activities
For the Year Ended December 31, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					
General government	\$ 6,702,164	\$ 912,479	\$ 536,275	\$ 56,399	\$ (5,197,011)
Public safety	9,069,447	2,288,320	218,336		(6,562,791)
Human services	14,589,215	3,570,703	4,421,113		(6,597,399)
Conservation	60,484				(60,484)
Economic development	889,344		890,256		912
Nursing home	19,997,929	9,181,773	8,817,805	657,395	(1,340,956)
Interest and fiscal charges	1,366,323				(1,366,323)
Total governmental activities	<u>\$ 52,674,906</u>	<u>\$ 15,953,275</u>	<u>\$ 14,883,785</u>	<u>\$ 713,794</u>	<u>(21,124,052)</u>
General revenues:					
Property taxes					28,718,371
Interest and investment earnings					29,848
Miscellaneous					1,058,937
Loss on disposal of asset					<u>(30,006)</u>
Total general revenues and loss on disposal of asset					<u>29,777,150</u>
Change in net position					8,653,098
Net Position at beginning of year					<u>16,109,041</u>
Net Position at end of year					<u>\$ 24,762,139</u>

See accompanying notes to the basic financial statements

EXHIBIT C
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Balance Sheet
Governmental Funds
December 31, 2021

	General Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 20,990,653	\$ 1,461,878	\$ 1,564,349	\$ 24,016,880
Restricted cash			2,329,760	2,329,760
Investments	95,539		230,297	325,836
Accounts receivable, net	812,029			812,029
Due from other governments	2,324,854		140,974	2,465,828
Due from other funds	567,315	2,722,355	18,399	3,308,069
Prepaid items	231,005			231,005
Total Assets	25,021,395	4,184,233	4,283,779	33,489,407
DEFERRED OUTFLOWS OF RESOURCES				
Total Deferred Outflows of Resources				
Total Assets and Deferred Outflows of Resources	\$ 25,021,395	\$ 4,184,233	\$ 4,283,779	\$ 33,489,407
LIABILITIES				
Accounts payable	\$ 1,528,595		\$ 349,187	\$ 1,877,782
Accrued liabilities	1,077,709			1,077,709
Retainage payable			37,511	37,511
Due to other governments	811,826			811,826
Advances from grantors	186,184	\$ 4,180,408	31,073	4,397,665
Unearned revenue	155,838			155,838
Due to other funds	2,740,754		567,315	3,308,069
Total Liabilities	6,500,906	4,180,408	985,086	11,666,400
DEFERRED INFLOWS OF RESOURCES				
Total Deferred Inflows of Resources				
FUND BALANCES				
Nonspendable	231,005			231,005
Restricted	81,748	3,825	3,101,155	3,186,728
Committed	1,559,556			1,559,556
Assigned	759,864		197,538	957,402
Unassigned	15,888,316			15,888,316
Total Fund Balances	18,520,489	3,825	3,298,693	21,823,007
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 25,021,395	\$ 4,184,233	\$ 4,283,779	\$ 33,489,407

See accompanying notes to the basic financial statements

EXHIBIT C-1
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
December 31, 2021

Total Fund Balances - Governmental Funds (Exhibit C)	\$ 21,823,007
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	72,791,998
Losses on debt refundings are recognized on an accrual basis in the statement of net position, not the modified accrual basis.	361,445
Internal Service Fund is used by the County to charge the costs of health and dental insurance. This balance represents the amount due from the Proprietary Fund at year end.	3,187,564
Deferred outflows of resources and deferred inflows of resources that do not require or provide the use of current financial resources are not reported within the funds.	
Deferred outflows of resources related to OPEB liability	645,793
Deferred outflows of resources related to net pension liability	3,690,936
Deferred inflows of resources related to OPEB liability	(472,394)
Deferred inflows of resources related to net pension liability	(6,457,385)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year end consist of:	
Bonds payable	(44,912,433)
Joint obligation payable	(135,000)
Capital leases payable	(2,436,292)
Accrued interest on long-term obligations	(433,857)
Compensated absences payable	(927,374)
OPEB liability	(3,289,378)
Net pension liability	<u>(18,674,491)</u>
Net Position of Governmental Activities (Exhibit A)	<u>\$ 24,762,139</u>

See accompanying notes to the basic financial statements

EXHIBIT D
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2021

	General Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:				
Taxes	\$ 28,718,371			\$ 28,718,371
Intergovernmental	10,830,446	\$ 3,208,901	\$ 1,558,232	15,597,579
Charges for services	15,853,929		99,346	15,953,275
Interest and investment income	22,458	3,825	3,565	29,848
Miscellaneous	1,079,837		109,100	1,188,937
Total Revenues	<u>56,505,041</u>	<u>3,212,726</u>	<u>1,770,243</u>	<u>61,488,010</u>
Expenditures:				
Current operations:				
General government	6,761,908		263,016	7,024,924
Public safety	8,472,034		42,904	8,514,938
Human services	13,997,571		642,146	14,639,717
Conservation	69,371			69,371
Economic development			889,344	889,344
Nursing home	19,107,730		9,100	19,116,830
Capital outlay	704,544		2,779,342	3,483,886
Debt service:				
Principal retirement	3,846,213			3,846,213
Interest and fiscal charges	1,907,693			1,907,693
Total Expenditures	<u>54,867,064</u>	<u>-</u>	<u>4,625,852</u>	<u>59,492,916</u>
Excess revenues over (under) expenditures	<u>1,637,977</u>	<u>3,212,726</u>	<u>(2,855,609)</u>	<u>1,995,094</u>
Other financing sources (uses):				
Issuance of capital leases	28,969		2,391,704	2,420,673
Transfers in	3,479,422		730,699	4,210,121
Transfers out	(674,300)	(3,208,901)	(326,920)	(4,210,121)
Total Other financing sources (uses)	<u>2,834,091</u>	<u>(3,208,901)</u>	<u>2,795,483</u>	<u>2,420,673</u>
Net change in fund balances	<u>4,472,068</u>	<u>3,825</u>	<u>(60,126)</u>	<u>4,415,767</u>
Fund Balances at beginning of year	<u>14,048,421</u>	<u>-</u>	<u>3,358,819</u>	<u>17,407,240</u>
Fund Balances at end of year	<u>\$ 18,520,489</u>	<u>\$ 3,825</u>	<u>\$ 3,298,693</u>	<u>\$ 21,823,007</u>

See accompanying notes to the basic financial statements

EXHIBIT D-1
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Reconciliation of the Statement of Revenues, Expenditures and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2021

Net Change in Fund Balances - Governmental Funds (Exhibit D)	\$ 4,415,767
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period.	(247,082)
Governmental funds only report the disposal of assets to the extent proceeds are received from the sale. In the statement of activities, a gain or loss is reported for each disposal. This is the amount of the loss on the disposal of capital assets reduced by the actual proceeds received from the disposal.	30,006
Issuance of long-term obligations are other financing sources in the funds, but issuance of long-term obligations increase liabilities in the statement of net position. Issuances in the current year are as follows:	
Capital leases payable	(2,420,673)
Governmental funds report the effect of bond issuance premiums and losses on debt refundings when the debt is first issued, whereas these amounts are amortized in the statement of activities over the life of the related debt. Amortization recognized in the current year is as follows:	
Amortization of bond issuance premium	630,407
Amortization of loss on debt refunding	(130,279)
Repayment of principal on long-term debt is an expenditure in the governmental funds, but debt repayment reduces long-term liabilities in the statement of net position. Current year repayments are as follows:	
Principal paid on joint obligation payable	26,500
Principal paid on bonds payable	3,815,000
Principal paid on capital leases payable	14,750
Revenue received from the State of New Hampshire and reported in the governmental funds is reported as a reduction of the direct financing lease receivable in the statement of net position.	(130,000)
The Internal Service Fund is used by the County to charge the costs of health and dental insurance to individual funds. The net cost of the Internal Service Fund is reported in Governmental Activities.	1,089,885
Some expenses reported in the statement of activities, do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds. These expenses are from the following sources:	
Accrued interest	31,205
Compensated absences payable	(3,205)
Governmental funds report OPEB and pension contributions as expenditures. However, in the statement of activities, OPEB and pension expense reflects the change in the OPEB liability and net pension liability and related deferred outflows and inflows of resources, and does not require the use of current financial resources. This is the amount by which OPEB and pension expense differed from OPEB and pension contributions in the current period:	
Net changes in OPEB	(16,462)
Net changes in pension	1,547,279
Change in Net Position of Governmental Activities (Exhibit B)	<u>\$ 8,653,098</u>

See accompanying notes to the basic financial statements

EXHIBIT E
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Net Position
Proprietary Funds
December 31, 2021

	Internal Service Fund
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,419,821
Total Current Assets	<u>3,419,821</u>
DEFERRED OUTFLOWS OF RESOURCES	
Total Deferred Outflows of Resources	<u> </u>
LIABILITIES	
Current Liabilities:	
Accounts payable	<u>232,257</u>
Total Current Liabilities	<u>232,257</u>
DEFERRED INFLOWS OF RESOURCES	
Total Deferred Inflows of Resources	<u> </u>
NET POSITION	
Unrestricted	<u>3,187,564</u>
Total Net Position	<u>\$ 3,187,564</u>

See accompanying notes to the basic financial statements

EXHIBIT F
 COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Statement of Revenues, Expenses and Changes in Net Position
 Proprietary Funds
 For the Year Ended December 31, 2021

	Internal Service Fund
Operating revenues:	
Charges for services	\$ 5,908,517
Miscellaneous	<u>238,445</u>
Total Operating revenues	<u>6,146,962</u>
Operating expenses:	
Administrative	<u>5,059,513</u>
Total Operating expenses	<u>5,059,513</u>
Operating income	<u>1,087,449</u>
Non-operating revenues:	
Interest revenue	<u>2,436</u>
Net Non-operating revenues	<u>2,436</u>
Change in net position	1,089,885
Net Position at beginning of year	<u>2,097,679</u>
Net Position at end of year	<u>\$ 3,187,564</u>

See accompanying notes to the basic financial statements

EXHIBIT G
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2021

	Internal Service Fund
Cash flows from operating activities:	
Cash received for services provided	\$ 6,146,962
Cash paid to suppliers	<u>(5,073,375)</u>
Net cash provided by operating activities	<u>1,073,587</u>
Cash flows from investing activities:	
Investment income	<u>2,436</u>
Net cash provided by investing activities	<u>2,436</u>
Net increase in cash and cash equivalents	1,076,023
Cash and cash equivalents at beginning of year	<u>2,343,798</u>
Cash and cash equivalents at end of year	<u>\$ 3,419,821</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 1,087,449
Changes in assets and liabilities:	
Accounts payable	<u>(13,862)</u>
Net cash provided by operating activities	<u>\$ 1,073,587</u>
Cash and cash equivalents at end of year consist of the following:	
Cash and cash equivalents	<u>\$ 3,419,821</u>

See accompanying notes to the basic financial statements

EXHIBIT H
 COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Statement of Fiduciary Net Position
 Fiduciary Funds
 December 31, 2021

	Custodial Funds
ASSETS	
Cash and cash equivalents	\$ 1,103,197
Total Assets	<u>1,103,197</u>
LIABILITIES	
Accounts payable	16,733
Due to other governments	<u>986,894</u>
Total Liabilities	<u>1,003,627</u>
NET POSITION	
Restricted for:	
Individuals	<u>99,570</u>
Total Net Position	<u>\$ 99,570</u>

See accompanying notes to the basic financial statements

EXHIBIT I
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended December 31, 2021

	Custodial Funds
ADDITIONS:	
Investment earnings:	
Interest income	\$ 157
Total Investment earnings	157
Amounts collected for individuals	731,281
Fees collected for other governments	8,219,614
Total Additions	<u>8,951,052</u>
DEDUCTIONS:	
Benefits paid to beneficiaries	729,691
Payments of fees to other governments	8,219,614
Total Deductions	<u>8,949,305</u>
Change in net position	1,747
Net Position at beginning of year	<u>97,823</u>
Net Position at end of year	<u>\$ 99,570</u>

See accompanying notes to the basic financial statements

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended December 31, 2021

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the County of Cheshire, New Hampshire conform to accounting policies generally accepted in the United States of America for local governmental units, except as indicated hereinafter. The following is a summary of significant accounting policies.

Financial Reporting Entity

The County of Cheshire, New Hampshire (the County) was established in 1769 under the laws of the State of New Hampshire. The County boundaries include twenty-three New Hampshire municipalities located in southwestern New Hampshire. The County operates under the Commissioner/Delegation form of government and provides services as authorized by state statutes.

The financial statements include those of the various departments governed by the Commissioners and other officials with financial responsibility. The County has no other separate organizational units, which meet criteria for inclusion in the financial statements as defined by the Governmental Accounting Standards Board (GASB).

Basis of Presentation

The County's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

1. Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the County as a whole. These statements include the financial activities of the primary government, except for fiduciary funds. The activity of the internal service fund is eliminated to avoid duplicating revenues and expenses.

The statement of net position presents the financial condition of the governmental activities of the County at year end. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the County's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program and interest earned on grants that is required to be used to support a particular program. Revenues which are not classified as program revenues are presented as general revenues of the County. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the County.

2. Fund Financial Statements

During the year, the County segregates transactions related to certain County functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the County at this more detailed level.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

The focus of governmental and proprietary fund financial statements is on major funds. Each major fund is presented in a separate column. Nonmajor funds are aggregated and presented in a single column. The fiduciary funds are reported by type.

Fund Accounting

The County uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The County employs the use of three categories of funds: governmental, proprietary and fiduciary.

1. Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and deferred outflows of resources, and liabilities and deferred inflows of resources, is reported as fund balance. The following are the County's major governmental funds:

The *General Fund* is the main operating fund of the County and is used to account for all financial resources except those required to be accounted for in another fund.

The *ARPA Fund* is used to account for all financial resources related to the American Rescue Plan Act funding made available to the County related to the COVID-19 Stimulus package of 2021.

2. Proprietary Funds

Proprietary fund reporting focuses on the determination of operating income, changes in net position, financial position, and cash flows. Proprietary funds are classified as enterprise or internal service. The County has no enterprise funds. The following is the County's proprietary fund:

The County is self-insured for its health and dental insurance. The activity associated with this self-insurance program is accounted for in the *Internal Service Fund*.

3. Fiduciary Funds

Fiduciary fund reporting focuses on net position and changes in net position. The County maintains one type of fiduciary fund: custodial funds. The County's custodial funds are held and administered by the County for the benefit of others; assets are not available to support the County or its programs. The County's custodial funds account for Sheriff's escrow and court-forfeited funds, Registry of Deeds funds, Nursing Home resident funds, and inmate funds.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Measurement Focus

1. Government-Wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of the County are included on the Statement of Net Position.

2. Fund Financial Statements

All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets, deferred outflows of resources, current liabilities and deferred inflows of resources generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include reconciliations with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

Like the government-wide statements, the proprietary fund type is accounted for on a flow of economic resources measurement focus. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the statement of net position. The statement of revenues, expenses and changes in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in net position. The statement of cash flows provides information about how the County finances and meets the cash flow needs of its proprietary activities.

The fiduciary funds are reported using the economic resources measurement focus.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Proprietary and fiduciary funds also use the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue and in the presentation of expenses versus expenditures.

1. Revenues – Exchange and Non-exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the County, available means expected to be received within sixty days of year end.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Non-exchange transactions, in which the County receives value without directly giving equal value in return, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the taxes are levied (see Note 9). Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted; matching requirements, in which the County must provide local resources to be used for a specified purpose; and expenditure requirements in which the resources are provided to the County on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: property taxes, charges for services and interest on investments.

Miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received.

Grants and entitlements received before the eligibility requirements are met are recorded as advances from grantors.

2. Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

Budgetary Data

The County's budget represents functional appropriations as authorized by the County Delegation. The County Delegation may transfer funds between operating categories as they deem necessary. The County adopts its budget under State regulations, which differ somewhat from accounting principles generally accepted in the United States of America in that the focus is on the entire governmental unit rather than on the basis of fund types.

State law requires balanced budgets but permits the use of beginning fund balance to reduce the property tax rate.

Investments

Investments are stated at their fair value in all funds. Certificates of deposit with a maturity of greater than ninety days from the date of issuance are included in investments.

Accounts Receivable

The County uses the reserve method for accounting for bad debts. It is the County's policy to directly charge off uncollectible receivables when management determines the receivable will not be collected.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended December 31, 2021

Capital Assets

General capital assets result from expenditures in the governmental funds. These assets are reported in the government-wide statement of net position, but are not reported in the governmental fund financial statements.

All capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated capital assets are recorded at their acquisition value as of the date received. The County maintains a capitalization threshold of \$5,000 for its governmental activities, except for its nursing home department. The capitalization threshold for assets of the nursing home is \$500. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not.

All reported capital assets except for land and construction in process are depreciated. Improvements are depreciated over the remaining useful lives of the related capital assets. Depreciation is computed using the straight-line method over the following useful lives:

<u>Description</u>	<u>Years</u>
Land improvements	5-30
Buildings and improvements	5-50
Water system	30
Wastewater system	15-30
Vehicles and equipment	3-25

Loss on Debt Refunding

Debt refundings that result in a difference between the reacquisition price of old debt and the net carrying value of that debt have been reported in the accompanying financial statements as a loss on debt refunding. Losses on debt refundings are amortized as a component of interest expense over the remaining life of the related debt using the effective interest rate method.

Bond Premium

Bond premiums are amortized as a component of interest expense over the life of the related bond using the effective interest rate method. Bonds payable are reported in the accompanying financial statements gross of any applicable unamortized bond premium.

Compensated Absences

Employees earn vacation and sick leave as they provide services. Provision is made in the annual budget for vacation and sick leave. Vacation may be accrued to one and one-half times an employee's annual earned vacation. Payout for unused vacation time is limited to a maximum of 7.5 weeks. Any unused vacation beyond this amount will be forfeited. For governmental fund financial statements, compensated absences are reported as liabilities and expenditures as payments come due each period. The entire compensated absence payable is reported on the government-wide financial statements.

Employees may accumulate sick leave days up to ten days per year, cumulative to a maximum of sixty days. Any unused sick leave days in excess of sixty days are to be paid to the employee at the end of the

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

year at a rate of one-half day for each excess day that has been accrued. No payment for unused sick leave is made upon termination.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current resources are reported as obligations of the funds. General obligation bonds and other long-term obligations that will be paid from governmental funds are recognized as a liability in the fund financial statements when due.

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the New Hampshire Retirement System (NHRS) OPEB Plan and additions to/deductions from NHRS's fiduciary net position have been determined on the same basis as they are reported by NHRS. For this purpose, NHRS recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for non-registered commingled funds valued at net asset value (NAV) as a practical expedient to estimate fair value.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the NHRS and additions to/deductions from NHRS's fiduciary net position have been determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances on any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Unrestricted net position is the net amount of the assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted components of net position.

The County's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Fund Balance Policy

The County has segregated fund balance into five classifications: Nonspendable, Restricted, Committed, Assigned, and Unassigned. These components of fund balance are defined as follows:

- Nonspendable Fund Balance: Amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact.
- Restricted Fund Balance: Amounts that can only be spent for the specific purposes stipulated by external resource providers (such as grantors) or the enabling legislation (federal or state law). Restrictions may be changed or lifted only with the consent of the resource providers or the enabling legislation.
- Committed Fund Balance: Amounts that can be used only for the specific purposes determined by a formal action of the County's highest level of decision making authority (annual meeting of the County Delegation). Commitments may be changed or lifted only by the governing body taking the same formal action that imposed the constraint originally. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
- Assigned Fund Balance: Amounts that the County intends to use for a specific purpose. For all governmental funds other than the General Fund, any remaining positive amounts are to be classified as "assigned". The Board of Commissioners expressly delegates this authority to the County Administrator. Items that would fall under this type of fund balance classification would be encumbrances.
- Unassigned Fund Balance: Amounts that are not obligated or specifically designated and are available for any purpose. The residual classification of any General Fund balance is to be reported here. Any deficit fund balance of another fund is also classified as "unassigned".

Spending Prioritizations

In instances when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first. When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed resources should be reduced first, followed by assigned amounts and then unassigned amounts.

Minimum Level of Unassigned Fund Balance

In accordance with the County's fund balance policy, additional operating flexibility is important given the variable nature of the nursing home operations. The recommended minimum unassigned fund balance in the County's General Fund should equal 13% of the annual total budgeted appropriations. The recommended target balance is to maintain an unassigned fund balance between 13% and 17% of the annual total budgeted appropriations. The target level of the unassigned fund balance may be achieved by conservatively estimating revenues and by refraining from using any portion of the unassigned target balance to reduce the tax rate. As a general rule, any unassigned fund balance in excess of 18% of the total budgeted appropriations is unnecessary and may be appropriated by the Commissioners to offset property taxes as part of the budget approval process with the Delegation to set tax rates for the calendar year.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

The Board of Commissioners may recommend to the Delegation through a budget amendment to appropriate funds from the unassigned fund balance even if such use decreases the unassigned fund balance below the recommended minimum balance in the event of emergency purposes or to alleviate unanticipated short-term budgetary problems, such as revenue shortfalls.

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after non-operating revenues/expenses in the proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary fund. Operating revenues represent charges to employees and retirees for services. Operating expenses are necessary costs incurred to provide the service that is the primary activity of the proprietary fund. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

NOTE 2—DEPOSITS AND INVESTMENTS

Deposits and investments as of December 31, 2021 are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and cash equivalents	\$ 27,436,701
Restricted cash	2,329,760
Investments	325,836
Statement of Fiduciary Net Position:	
Cash and cash equivalents	1,103,197
	<u>\$ 31,195,494</u>

Deposits and investments at December 31, 2021 consist of the following:

Cash on hand	\$ 2,781
Deposits with financial institutions	30,866,877
Investments	325,836
	<u>\$ 31,195,494</u>

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

The County's investment policy states that any excess funds which are not immediately needed for the purpose of expenditure may only be invested in certificates of deposit, overnight repurchase agreements, U.S. Government securities – Treasury bills, the New Hampshire Public Deposit Investment Pool and others as approved by the County Commissioners and the County Executive Committee.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County's investment policy addresses credit risk by limiting investments to the safest types of securities and diversifying the investment portfolio. See investment instrument types noted above.

As of December 31, 2021, the County's investment in the NHPDIP, a state investment pool, had a fair value balance of \$325,836 and was rated *AAAm*.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, the County's deposits may not be returned. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Currently, the County does not have a formal investment policy for assurance against custodial credit risk; however, the County has an agreement with the bank to collateralize all deposits in excess of the FDIC insurance limits.

Of the County's deposits with financial institutions at year end, \$22,403,441 was collateralized by securities held by the bank in the bank's name.

Investment in NHPDIP

The County is a voluntary participant in the New Hampshire Public Deposit Investment Pool (NHPDIP), an external investment pool. The NHPDIP is not registered with the United States Securities and Exchange Commission as an investment company. The NHPDIP was created by state law and is administered by a public body of state, local and banking officials. Financial statements for the NHPDIP can be accessed through the NHPDIP's website at www.NHPDIP.com.

The County's exposure to derivatives is indirect through its participation in the NHPDIP. The County's proportional share of these derivatives is not available. The fair value of the position in the investment pool is equal to the value of the pool shares.

NOTE 3—CAPITAL ASSETS

The following is a summary of changes in capital assets in the governmental activities:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

	Balance 1/1/2021	Additions	Reductions	Balance 12/31/2021
Capital assets not depreciated:				
Land	\$ 1,354,410.			\$ 1,354,410
Construction in process	88,525	\$ 275,814	\$ (88,525)	275,814
Total capital assets not being depreciated	<u>1,442,935</u>	<u>275,814</u>	<u>(88,525)</u>	<u>1,630,224</u>
Other capital assets:				
Land improvements	732,741			732,741
Buildings and improvements	95,289,385	2,958,953	(17,758)	98,230,580
Water system	1,545,667			1,545,667
Wastewater system	921,220			921,220
Vehicles and equipment	7,204,564	429,987	(553,875)	7,080,676
Total other capital assets at historical cost	<u>105,693,577</u>	<u>3,388,940</u>	<u>(571,633)</u>	<u>108,510,884</u>
Less accumulated depreciation for:				
Land improvements	(524,428)	(17,832)		(542,260)
Buildings and improvements	(27,925,386)	(3,245,975)	11,294	(31,160,067)
Water system	(1,262,323)	(33,149)		(1,295,472)
Wastewater system	(663,233)	(22,822)		(686,055)
Vehicles and equipment	(3,752,068)	(441,021)	527,833	(3,665,256)
Total accumulated depreciation	<u>(34,127,438)</u>	<u>(3,760,799)</u>	<u>539,127</u>	<u>(37,349,110)</u>
Total other capital assets, net	<u>71,566,139.</u>	<u>(371,859)</u>	<u>(32,506)</u>	<u>71,161,774</u>
Total capital assets, net	<u>\$ 73,009,074</u>	<u>\$ (96,045)</u>	<u>\$ (121,031)</u>	<u>\$ 72,791,998</u>

Depreciation expense was charged to governmental functions as follows:

General government	\$ 231,691
Public safety	1,540,252
Human services	115,524
Nursing home	1,873,332
Total	<u>\$ 3,760,799</u>

The balance of the assets acquired through capital leases as of December 31, 2021 is as follows:

Construction in process	\$ 249,044
Vehicles and equipment	349,622
Less accumulated depreciation for:	
Vehicles and equipment	(32,400)
Total	<u>\$ 566,266</u>

NOTE 4—INTERFUND BALANCES AND TRANSFERS

The County has combined the cash resources of its governmental, proprietary, and fiduciary funds. For accounting and reporting purposes, that portion of the pooled cash balance is reported in the specific fund as an interfund balance. Interfund balances at December 31, 2021 are as follows:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
 NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended December 31, 2021

		Due from		
		General Fund	Nonmajor Governmental Funds	Totals
Due to	General Fund		\$ 567,315	\$ 567,315
	ARPA Fund	\$ 2,722,355		2,722,355
	Nonmajor Governmental Funds	18,399		18,399
		<u>\$ 2,740,754</u>	<u>\$ 567,315</u>	<u>\$ 3,308,069</u>

During the year, several interfund transactions occurred between funds. The various transfers were made in accordance with budgetary authorizations. The \$300,000 transferred from the Maplewood Capital Projects Fund, a Nonmajor Governmental Fund, to the General Fund represents interest earned on bond proceeds. Transfers out of the ARPA Fund were to reimburse applicable funds for qualifying expenditures incurred related to the grant. Transfers during the year ended December 31, 2021 are as follows:

		Transfer from			
		General Fund	ARPA Fund	Nonmajor Governmental Funds	Totals
Transfer to	General Fund		\$ 3,152,502	\$ 326,920	\$ 3,479,422
	Nonmajor Governmental Funds	\$ 674,300	56,399		730,699
		<u>\$ 674,300</u>	<u>\$ 3,208,901</u>	<u>\$ 326,920</u>	<u>\$ 4,210,121</u>

NOTE 5—SHORT-TERM OBLIGATIONS

The County issues tax anticipation notes during the year. These borrowings are to assist in the payment of operating expenses during the year and are guaranteed to be repaid from the tax revenue received in December from the Towns/City within the County.

The changes in short-term debt obligations for the year ended December 31, 2021 are as follows:

Balance - January 1, 2021	\$ -
Additions	18,000,000
Reductions	(18,000,000)
Balance - December 31, 2021	<u>\$ -</u>

NOTE 6—LONG-TERM OBLIGATIONS

Changes in Long-Term Obligations

Changes in long-term obligations of the governmental activities are as follows:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

	Balance <u>1/1/2021</u>	Additions	Reductions	Balance <u>12/31/2021</u>	Due Within <u>One Year</u>
Bonds payable	\$ 45,325,000		\$ (3,815,000)	\$ 41,510,000	\$ 3,665,000
Unamortized bond premium	<u>4,032,840</u>		<u>(630,407)</u>	<u>3,402,433</u>	
Total Bonds payable	49,357,840	\$	(4,445,407)	44,912,433	3,665,000
Joint obligation payable	161,500		(26,500)	135,000	15,000
Capital leases payable	30,369	2,420,673	(14,750)	2,436,292	151,873
Compensated absences payable	<u>924,169</u>	<u>78,792</u>	<u>(75,587)</u>	<u>927,374</u>	
Total	<u>\$ 50,473,878</u>	<u>\$ 2,499,465</u>	<u>\$ (4,562,244)</u>	<u>\$ 48,411,099</u>	<u>\$ 3,831,873</u>

Payments on the general obligation bonds, joint obligation payable, and capital leases of the governmental activities are paid out of the General Fund. Amortization of the governmental activities bond premium is recognized as a component of interest expense on the Statement of Activities (Exhibit B). Compensated absences payable will be paid from the governmental fund where the employee's salary is paid.

General Obligation Bonds

General obligation bonds are direct obligations of the County, for which its full faith and credit are pledged, and are payable from taxes levied on all taxable property located within County boundaries. All general obligation bonds are considered direct placements for the County. Bonds are not subject to redemption prior to maturity.

Bonds payable at December 31, 2021 are comprised of the following individual issues:

	Original Issue Amount	Interest Rate	Final Maturity Date	Balance at <u>12/31/2021</u>
Direct Placements:				
2017 Series bond issue	\$ 31,040,000	3.0-5.0%	October 2037	\$ 24,820,000
2015 Refunding bond issue	17,425,000	3.0-5.0%	October 2027	10,450,000
2020 Series bond issue	6,415,000	2.5-4.0%	January 2040	6,090,000
2009 Series bond issue	<u>1,300,000</u>	3.875-4.85%	August 2024	<u>150,000</u>
	<u>\$ 56,180,000</u>			41,510,000
				<u>3,402,433</u>
				<u>\$ 44,912,433</u>

Add: Unamortized bond premium

Debt service requirements to retire outstanding general obligation bonds for governmental activities at December 31, 2021 are as follows:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Year Ending December 31,	Direct Placements		
	Principal	Interest	Totals
2022	\$ 3,665,000	\$ 1,664,200	\$ 5,329,200
2023	3,675,000	1,484,700	5,159,700
2024	3,675,000	1,304,800	4,979,800
2025	3,635,000	1,124,750	4,759,750
2026	3,605,000	981,400	4,586,400
2027-2031	11,075,000	2,932,700	14,007,700
2032-2036	9,350,000	1,177,200	10,527,200
2037-2041	2,830,000	110,300	2,940,300
	<u>41,510,000</u>	<u>10,780,050</u>	<u>52,290,050</u>
<i>Add: Unamortized bond premium</i>	3,402,433	-	3,402,433
	<u>\$ 44,912,433</u>	<u>\$ 10,780,050</u>	<u>\$ 55,692,483</u>

Joint Obligation Payable

The joint obligation payable at December 31, 2021 consists of:

\$161,500 Joint Obligation agreement with the City of Keene, New Hampshire with principal payment of \$26,500 in 2021 and then annual installments of \$15,000 through October 2030; interest paid semi-annually at 1.36%.

\$ 135,000

Debt service requirements to retire the outstanding joint obligation payable for governmental activities at December 31, 2021 are as follows:

Year Ending December 31,	Principal	Interest	Totals
2022	\$ 15,000	\$ 1,836	\$ 16,836
2023	15,000	1,632	16,632
2024	15,000	1,428	16,428
2025	15,000	1,224	16,224
2026	15,000	1,020	16,020
2027-2030	60,000	2,040	62,040
	<u>\$ 135,000</u>	<u>\$ 9,180</u>	<u>\$ 144,180</u>

Capital Leases Payable

Capital leases payable represent lease agreements entered into for the financing of equipment acquisitions. These contracts are subject to cancellation should funds not be appropriated to meet payment obligations. Amounts are annually budgeted in the applicable function.

The following are the individual capital leases payable outstanding at December 31, 2021:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Energy lease, paid in annual installments of \$178,914 through 2031 and then annual installments of \$118,140 through September 2041; interest from 1.99 to 2.477%	\$ 2,391,704
Vehicle, due in annual installments of \$16,132, including interest at 7.31%, through December 2023	28,968
Vehicle, due in annual installments of \$16,541, including interest at 5.898%, through November 2022	<u>15,620</u>
	<u>\$ 2,436,292</u>

Debt service requirements to retire outstanding capital leases payable for governmental activities at December 31, 2021 are as follows:

<u>Year Ending December 31</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2022	\$ 151,873	\$ 59,713	\$ 211,586
2023	140,090	54,956	195,046
2024	127,937	50,978	178,915
2025	130,856	48,058	178,914
2026	133,844	45,071	178,915
2027-2031	716,498	178,074	894,572
2032-2036	485,975	104,722	590,697
2037-2041	549,219	41,478	590,697
	<u>\$ 2,436,292</u>	<u>\$ 583,050</u>	<u>\$ 3,019,342</u>

NOTE 7—OTHER POSTEMPLOYMENT BENEFITS

Total OPEB Liabilities, Deferred Outflows of Resources, Deferred Inflows of Resources and OPEB Expense

	<u>Deferred Outflows</u>	<u>OPEB Liability</u>	<u>Deferred Inflows</u>	<u>OPEB Expense</u>
Cost-Sharing Multiple Employer Plan	\$ 47,008	\$ 858,678	\$ 11,598	\$ 61,967
Single Employer Plan	598,785	2,430,700	460,796	209,541
Total	<u>\$ 645,793</u>	<u>\$ 3,289,378</u>	<u>\$ 472,394</u>	<u>\$ 271,508</u>

The net amount of deferred outflows of resources and deferred inflows of resources related to OPEB is reflected as an increase to unrestricted net position in the amount of \$173,399.

COST-SHARING MULTIPLE EMPLOYER PLAN

Plan Description

The New Hampshire Retirement System (NHRS) administers a cost-sharing multiple-employer other postemployment benefit plan (OPEB Plan). The OPEB Plan provides a medical insurance subsidy to qualified retired members.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

The NHRS issues a publicly available financial report that includes financial statements and required supplementary information for NHRS. That report may be obtained by writing to New Hampshire Retirement System at 54 Regional Drive, Concord, New Hampshire 03301 or from their website at www.nhrs.org.

The OPEB Plan is divided into four membership types. The four membership types are Group II Police Officer and Firefighters, Group I Teachers, Group I Political Subdivision Employees, and Group I State Employees. The OPEB plan is closed to new entrants.

Benefits Provided

Benefit amounts and eligibility requirements for the OPEB Plan are set by state law (RSA 100-A:52, RSA 100-A:52-a and RSA 100-A:52-b), and members are designated in statute by type. The medical insurance subsidy is a payment made by NHRS to the former employer or its insurance administrator toward the cost of health insurance for a qualified retiree; his/her qualified spouse, and his/her certified dependent children with a disability who are living in the household and being cared for by the retiree. If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid. If the health insurance premium amount exceeds the medical subsidy amount, then the retiree or other qualified person is responsible for paying any portion that the employer does not pay.

Group I benefits are based on creditable service, age and retirement date. Group II benefits are based on hire date, age and creditable service. Medical subsidy rates established by RSA 100-A:52 II are dependent upon whether retirees are eligible for Medicare. Retirees not eligible for Medicare may receive a maximum medical subsidy of \$375.56 for a single person plan and \$751.12 for a two-person plan. Retirees eligible for Medicare may receive a maximum medical subsidy of \$236.84 for a single person plan and \$473.68 for a two-person plan.

Funding Policy

Per RSA-100:16, contribution rates are established and may be amended by the New Hampshire State legislature and are determined by the NHRS Board of Trustees based on an actuarial valuation. The County's contribution rates for the covered payroll of public safety employees and general employees were 3.66% and 0.29%, respectively. Contributions to the OPEB plan for the County were \$97,790 for the year ended December 31, 2021. Employees are not required to contribute to the OPEB plan.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2021, the County reported a liability of \$858,678 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by a roll forward of the actuarial valuation from June 30, 2020. The County's proportion of the net OPEB liability was based on actual contributions by the County during the relevant fiscal year relative to the actual contributions of all participating plan members, excluding contributions to separately finance specific liabilities of individual employers or NHRS. At June 30, 2021, the County's proportion was approximately 0.2144 percent, which was a decrease of 0.0189 percentage points from its proportion measured as of June 30, 2020.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

For the year ended December 31, 2021, the County recognized OPEB expense of \$61,967. At December 31, 2021, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience		\$ 179
Net difference between projected and actual earnings on OPEB plan investments		10,726
Changes in proportion and differences between County contributions and proportionate share of contributions		693
County contributions subsequent to the measurement date	<u>\$ 47,008</u>	
Totals	<u>\$ 47,008</u>	<u>\$ 11,598</u>

The County reported \$47,008 as deferred outflows of resources related to OPEB resulting from County contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net OPEB liability in the measurement period ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense for the measurement periods as follows:

<u>June 30,</u>	
2022	\$ (3,326)
2023	(2,254)
2024	(2,526)
2025	<u>(3,492)</u>
	<u>\$ (11,598)</u>

Actuarial Assumptions

The total OPEB liability was determined by a roll forward of the actuarial valuation as of June 30, 2020, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.00%
Wage inflation	2.75% (2.25% for teachers)
Salary increases	5.60%, average, including inflation
Investment rate of return	6.75% per year, net of OPEB plan investment expense, including inflation for determining solvency contributions

Mortality rates were based on the Pub-2010 Healthy Retiree Mortality Tables with creditability adjustments for each group (Police and Fire combined) and projected fully generational mortality improvements using Scale MP-2019.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended December 31, 2021

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2016 – June 30, 2019.

The long-term expected rate of return on OPEB Plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation.

Following is a table presenting target allocations and geometric real rates of return for each asset class:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Weighted Average Long-Term Expected Real Rate of Return</u>
Domestic equity	30%	1.14-6.46%
International equity	20%	2.37-5.53%
Fixed income	25%	3.60%
Alternative investments	15%	7.25-8.85%
Real estate	10%	6.60%
Total	100%	

The discount rate used to measure the collective total OPEB liability as of June 30, 2021 was 6.75%. The projection of cash flows used to determine this single discount rate assumed that employer contributions will be made under the current statutes RSA 100-A:16 and RSA 100-A:53. Based on those assumptions, the OPEB Plan's fiduciary net position was projected to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB Plan investments was applied to all periods of projected benefit payments to determine the collective total OPEB liability.

Sensitivity of the County's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net OPEB liability calculated using the discount rate of 6.75%, as well as what the County's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the single discount rate:

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
	<u>(5.75%)</u>	<u>(6.75%)</u>	<u>(7.75%)</u>
Net OPEB liability	\$ 933,451	\$ 858,678	\$ 793,621

SINGLE EMPLOYER PLAN

Plan Description

The County of Cheshire, New Hampshire administers the retiree health care benefits program, a single employer defined benefits plan that is used to provide postemployment benefits other than pensions (OPEB) for all permanent full-time employees. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Benefits Provided

The County provides medical benefits to its eligible retirees and their covered spouses. The benefits are provided through the County's self-funded insurance plan that is administered by Harvard Pilgrim. Employees other than police hired prior to July 1, 2011 are eligible to retire at age 60 regardless of years of creditable service, age 50 with at least 10 years of creditable service, or at any age if they have at least 20 years of creditable service and the sum of their age and years of service is at least 70. Employees other than police hired on or after July 1, 2011 are eligible to retire at age 65 regardless of years of creditable service, or age 60 with at least 30 years of creditable service. Police officers hired prior to July 1, 2011 are eligible to retire at age 45 with at least 20 years of Group II creditable service, or at age 60 regardless of their years of creditable service. Police officers hired on or after July 1, 2011 are eligible to retire at age 50 with 25 years of Group II creditable service or at age 60 regardless of years of creditable service. Retirees and their covered spouses are required to pay 100% of the cost of the premium. The valuation does not account for the cost of benefits to retirees or their spouses after age 65. Surviving spouses continue to receive coverage after the death of the eligible retired employee but are required to pay 100% of the premium.

Employees Covered By Benefit Terms

At January 1, 2020, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	2
Inactive employees entitled to but not yet receiving benefit payments	
Active employees	<u>276</u>
	<u>278</u>

Total OPEB Liability

The County's total OPEB liability of \$2,430,700 was measured as of December 31, 2021, and was determined by an actuarial valuation as of January 1, 2020.

Actuarial Assumptions and Other Inputs for OPEB

The total OPEB liability in the January 1, 2020 valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Salary increases	2.00%
Discount rate	2.12%
Healthcare cost trend rates	2.0% initial, increasing to 9.50% in 2021, then decreasing 0.50% per year to an ultimate rate of 5.00% for 2030 and later years

The discount rate was based on the index provided by the *Bond Buyer 20-Bond General Obligation Index* based on the 20 year AA municipal bond rate as of December 31, 2020.

Mortality rates were based on the SOA RP-2014 Total Dataset Mortality with Scale MP-2020 (Base Year 2006).

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Changes in the Total OPEB Liability

	Total OPEB <u>Liability</u>
Balance at January 1, 2021	\$ 2,282,041
Changes for the year:	
Service cost	133,953
Interest	48,026
Benefit payments	<u>(33,320)</u>
Net changes	<u>148,659</u>
Balance at December 31, 2021	<u>\$ 2,430,700</u>

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	<u>1% Decrease</u>	Discount Rate <u>Baseline</u>	<u>1% Increase</u>
Total OPEB liability	\$ 2,679,130	\$ 2,430,700	\$ 2,200,082

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	Healthcare Cost Trend Rates		
	<u>1% Decrease</u>	<u>Baseline</u>	<u>1% Increase</u>
Total OPEB liability	\$ 2,086,226	\$ 2,430,700	\$ 2,841,590

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2021, the County recognized OPEB expense of \$209,541. At December 31, 2021, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience		\$ 406,479
Changes of assumptions	<u>\$ 598,785</u>	<u>54,317</u>
Totals	<u>\$ 598,785</u>	<u>\$ 460,796</u>

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>December 31,</u>	
2022	\$ 27,563
2023	27,563
2024	27,563
2025	38,793
2026	16,507
	<u>\$ 137,989</u>

NOTE 8—DEFINED BENEFIT PENSION PLAN

Plan Description

The County contributes to the New Hampshire Retirement System (NHRS), a public employee retirement system that administers a single cost-sharing multiple-employer defined benefit pension plan. The plan provides service, disability, death and vested retirement allowances to plan members and beneficiaries. Benefit provisions are established and may be amended by the New Hampshire State legislature.

The NHRS issues a publicly available financial report that includes financial statements and required supplementary information for NHRS. That report may be obtained by writing to New Hampshire Retirement System, 54 Regional Drive, Concord, New Hampshire 03301 or from their website at www.nhrs.org.

Substantially all full-time state and local employees, public school teachers, permanent firefighters and permanent police officers within the State are eligible and required to participate in the Pension Plan.

The Pension Plan is divided into two membership groups. State and local employees and teachers belong to Group I. Police and firefighters belong to Group II.

Benefits Provided

Benefit formulas and eligibility requirements for the pension plan are set by State law (RSA 100-A).

Group I benefits are provided based on creditable service and average final salary for the highest of either three or five years, depending on when service commenced.

Group II benefits are provided based on age, years of creditable service and a benefit multiplier depending on vesting status as of January 1, 2012. The maximum retirement allowance for Group II members vested by January 1, 2012 (45 years of age with 20 years of service or age 60 regardless of years of creditable service) is the average final compensation multiplied by 2.5% multiplied by creditable service. For Group II members not vested by January 1, 2012 the benefit is calculated the same way but the multiplier used in the calculation will change depending on age and years of creditable service as follows:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

Years of Creditable Service as of <u>January 1, 2012</u>	Minimum <u>Age</u>	Minimum <u>Service</u>	Benefit <u>Multiplier</u>
At least 8 but less than 10 years	46	21	2.4%
At least 6 but less than 8 years	47	22	2.3%
At least 4 but less than 6 years	48	23	2.2%
Less than 4 years	49	24	2.1%

Funding Policy

Covered police officers are required to contribute 11.55% of their covered salary, whereas general employees are required to contribute 7.0% of their covered salary. The County is required to contribute at an actuarially determined rate. The County's pension contribution rates for covered payroll of police officers and general employees were 24.77% and 10.88%, respectively, through June 30, 2021, and 30.67% and 13.75%, respectively, thereafter. The County contributes 100% of the employer cost for police officers and general employees of the County.

Per RSA-100:A16, plan member contribution rates are established and may be amended by the New Hampshire State legislature and employer contribution rates are determined by the NHRS Board of Trustees based on their actuarial funding policy. The County's pension contributions to the NHRS for the year ending December 31, 2021 were \$2,192,391.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

At December 31, 2021, the County reported a liability of \$18,674,491 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by a roll forward of the actuarial valuation from June 30, 2020. The County's proportion of the net pension liability was based on actual contributions by the County during the relevant fiscal year relative to the actual contributions of all participating plan members, excluding contributions to separately finance specific liabilities of individual employers or NHRS. At June 30, 2021, the County's proportion was approximately 0.4214 percent, which was a decrease of 0.0035 percentage points from its proportion measured as of June 30, 2020.

For the year ended December 31, 2021, the County recognized pension expense of \$645,133. At December 31, 2021, the County reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

	<u>Deferred</u> <u>Outflows of</u> <u>Resources</u>	<u>Deferred</u> <u>Inflows of</u> <u>Resources</u>
Difference between expected and actual experience	\$ 522,913	\$ 195,509
Changes of assumptions	1,950,445	
Net difference between projected and actual earnings on pension plan investments		5,222,827
Changes in proportion and differences between County contributions and proportionate share of contributions		1,039,049
County contributions subsequent to the measurement date	<u>1,217,578</u>	
Total	<u>\$ 3,690,936</u>	<u>\$ 6,457,385</u>

The net amount of deferred outflows of resources and deferred inflows of resources related to pension is reflected as a decrease to unrestricted net position in the amount of \$2,766,449. The County reported \$1,217,578 as deferred outflows of resources related to pension resulting from County contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the measurement period ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized as a component of pension expense in the measurement periods as follows:

<u>June 30,</u>	
2022	\$ (1,061,432)
2023	(565,046)
2024	(626,181)
2025	<u>(1,731,368)</u>
	<u>\$ (3,984,027)</u>

Actuarial Assumptions

The total pension liability was determined by a roll forward of the actuarial valuation as of June 30, 2020, using the following actuarial assumptions:

Inflation	2.00%
Wage inflation	2.75% (2.25% for teachers)
Salary increases	5.60%, average, including inflation
Investment rate of return	6.75%, net of investment expense, including inflation

Mortality rates were based on the Pub-2010 Healthy Retiree Mortality Tables with creditability adjustments for each group (Police and Fire combined) and projected fully generational mortality improvements using Scale MP-2019.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended December 31, 2021

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2016 – June 30, 2019.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. Following is a table presenting target allocations and geometric real rates of return for each asset class:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Weighted Average Long-Term Expected Real Rate of Return</u>
Domestic equity	30%	1.14-6.46%
International equity	20%	2.37-5.53%
Fixed income	25%	3.60%
Alternative investments	15%	7.25-8.85%
Real estate	10%	6.60%
Total	100%	

Discount Rate

The discount rate used to measure the collective pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A:16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the collective pension liability.

Sensitivity of the County's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 6.75%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the single discount rate:

	<u>1% Decrease (5.75%)</u>	<u>Current Discount Rate (6.75%)</u>	<u>1% Increase (7.75%)</u>
County's proportionate share of the net pension liability	\$ 26,706,659	\$ 18,674,491	\$ 11,974,352

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended December 31, 2021

NOTE 9—PROPERTY TAXES

Property taxes levied to support the County are based on the assessed valuation of the prior April 1st for all taxable real property. Under state statutes, the twenty-three Towns/City that comprise Cheshire County (all independent governmental units) collect County taxes as part of local property tax assessments. As collection agent, the Towns/City are required to pay over to the County its share of property tax assessments. The Towns/City assume financial responsibility for all uncollected property taxes under state statutes.

NOTE 10—OPERATING LEASE INCOME

The County currently leases the Keene Courthouse to the State of New Hampshire. The original lease agreement between the State of New Hampshire and a third party was assigned to the County effective February 21, 2020. Terms of the agreement include monthly rental payments through November 30, 2028, including two options to extend for an additional 5 years per extension and an annual cost escalation of 3%. The County recognized lease income of \$607,227 under terms of the agreement during the year ended December 31, 2021.

The County currently leases the Cheshire County District Court located in Jaffrey, New Hampshire to the State of New Hampshire. Rent is payable to the County in semi-annually installments through November 2021. The County recognized lease income of \$136,305 under the terms of the agreement during the year ended December 31, 2021.

The County currently leases the Cheshire County Farm to two separate independent parties. Rent is payable to the County on a monthly basis. During June 2016, the County entered into a lease agreement with an independent party through October 1, 2021. The lease shall automatically renew for an additional three years with a 5% increase. During July 2016, the County entered into a lease agreement with another independent party and has been extended through December 31, 2021. The lease amount is subject to renegotiation every three years. The County recognized lease income of \$28,872 for the farm during the year ended December 31, 2021.

The minimum future rental payments to be received by the County for the above leases are as follows:

Year Ending <u>December 31,</u>	
2022	\$ 711,089
2023	673,856
2024	689,703
2025	683,564
2026	704,070
2027-2028	<u>1,403,544</u>
	<u>\$ 4,865,826</u>

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

NOTE 11—RESTRICTED NET POSITION

Net position of governmental activities is restricted for specific purposes at December 31, 2021 as follows:

Donations	\$ 312,045
Deeds surcharge funds	123,890
Miscellaneous grant funds	<u>22,315</u>
	<u>\$ 458,250</u>

NOTE 12—COMPONENTS OF FUND BALANCE

Fund balance components of the County's governmental funds at December 31, 2021 are comprised as follows:

<u>Fund Balances</u>	<u>General Fund</u>	<u>ARPA Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Nonspendable:				
Prepaid items	\$ 231,005			\$ 231,005
Restricted for:				
Nursing Home reconstruction project			\$ 599,473	599,473
Energy upgrade project			2,129,005	2,129,005
Donations	81,748		230,297	312,045
Deeds surcharge			123,890	123,890
Miscellaneous grant funds		\$ 3,825	18,490	22,315
Committed for:				
Capital Reserves	1,559,556			1,559,556
Assigned for:				
Jail canteen			197,038	197,038
Sheriff civil processing			500	500
Encumbrances	40,366			40,366
Carryforward appropriations	719,498			719,498
Unassigned	<u>15,888,316</u>			<u>15,888,316</u>
	<u>\$ 18,520,489</u>	<u>\$ 3,825</u>	<u>\$ 3,298,693</u>	<u>\$ 21,823,007</u>

NOTE 13—SELF INSURANCE

The County established a Health and Dental Insurance Fund (an Internal Service Fund) to account for and finance its self-insurance program related to employee and retiree health benefits. Under this program, the Health and Dental Insurance Fund provides coverage for up to a maximum of \$150,000 annually for each individual plan participant. The County purchases commercial insurance for claims in excess of coverage provided by the fund and for all other risks of loss.

All funds of the County participate in the program and make payments to the Health and Dental Insurance Fund based on estimates of the amounts needed to pay prior and current year claims. The claims liability reported in the fund at year end is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information is available

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

prior to the issuance of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount for the past five years are as follows:

<u>Year Ending</u> <u>December 31</u>	<u>Beginning</u> <u>of Year</u> <u>Liability</u>	<u>Current Year</u> <u>Claims and</u> <u>Changes in</u> <u>Estimates</u>	<u>Claims</u> <u>Paid</u>	<u>End</u> <u>of Year</u> <u>Liability</u>
2017	\$ 192,403	\$ 4,702,542	\$ (4,619,625)	\$ 275,320
2018	\$ 275,320	\$ 5,062,686	\$ (5,067,733)	\$ 270,273
2019	\$ 270,273	\$ 5,521,594	\$ (5,254,365)	\$ 537,502
2020	\$ 537,502	\$ 5,096,465	\$ (5,341,190)	\$ 292,777
2021	\$ 292,777	\$ 5,059,513	\$ (5,120,033)	\$ 232,257

NOTE 14—RISK MANAGEMENT

The County is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the year ended December 31, 2021, the County was a member of and participated in a public entity risk pool (Trust) for property and liability insurance and worker's compensation coverage. Coverage has not been significantly reduced from the prior year and settled claims have not exceeded coverage in any of the past three years.

The Trust agreements permit the Trust to make additional assessments to members should there be a deficiency in Trust assets to meet its liabilities. Accounting principles generally accepted in the United States of America require members of pools with a sharing of risk to determine whether or not such assessment is probable and, if so, a reasonable estimate of such assessment. At this time, the Trust foresees no likelihood of an additional assessment for any of the past years. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported. Based on the best available information there is no liability at December 31, 2021.

Property and Liability Insurance

The Trust provides certain property and liability insurance coverage to member towns, cities, and other qualified political subdivisions of New Hampshire. As a member of the Trust, the County shares in contributing to the cost of and receiving benefit from a self-insured pooled risk management program. The program includes a Self-Insured Retention Fund from which is paid up to \$200,000 for each and every covered property, crime and/or liability loss that exceeds \$1,000, up to an aggregate of \$1,200,000. Each property loss is subject to a \$1,000 deductible. All losses over the aggregate are covered by insurance policies.

Worker's Compensation

The Trust provides statutory worker's compensation coverage to member towns, cities, and other qualified political subdivisions of New Hampshire. The Trust is self-sustaining through annual member premiums and provides coverage for the statutorily required workers' compensation benefits and employer's liability coverage up to \$2,000,000. The program includes a Loss Fund from which is paid up to \$500,000 for each and every covered claim.

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended December 31, 2021

NOTE 15—COMMITMENTS AND CONTINGENCIES

Litigation

There may be various claims and suits pending against the County, which arise in the normal course of the County's activities. In the opinion of management, any potential claims against the County which are not covered by insurance are immaterial and would not affect the financial position of the County.

Other Contingencies

The County participates in the federally assisted Medicaid program at the County Nursing Home. This program is subject to financial and compliance audits by the grantors or their representatives. The amount, if any, of expenditures which may be disallowed by the granting agency cannot be determined at this time; although the County expects such amounts, if any, to be immaterial.

Federal Grants

The County participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenditures which may be disallowed by the granting agency cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

NOTE 16— IMPLEMENTATION OF FUTURE ACCOUNTING STANDARDS

The Governmental Accounting Standards Board (GASB) has issued Statement No. 87, *Leases*, which the County is required to implement in the year ending December 31, 2022. Management believes that this pronouncement will have an impact on the County's government-wide financial statements. The County will be required to recognize certain lease assets and liabilities for leases that previously were classified as operating leases and recognize as inflows of resources or outflows of resources based on the payment provisions of the contracts.

SCHEDULE 1
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual (Budgetary Basis) - General Fund
For the Year Ended December 31, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Favorable (Unfavorable)
	Original	Final		
Revenues:				
Taxes	\$ 28,901,083	\$ 28,718,371	\$ 28,718,371	\$ -
Intergovernmental	6,784,835	11,712,679	10,830,446	(882,233)
Charges for services	16,404,328	16,389,328	15,853,929	(535,399)
Interest income	60,000	60,000	21,156	(38,844)
Miscellaneous	932,832	964,738	1,043,769	79,031
Total Revenues	53,083,078	57,845,116	56,467,671	(1,377,445)
Expenditures:				
Current operations:				
General government	6,618,940	6,662,074	6,757,197	(95,123)
Public safety	8,963,484	9,067,929	8,472,034	595,895
Human services	14,179,349	17,323,290	13,997,571	3,325,719
Conservation	68,467	69,391	69,371	20
Nursing home	19,735,662	21,152,967	19,078,006	2,074,961
Capital outlay	1,278,101	1,007,679	675,575	332,104
Debt service:				
Principal retirement	3,831,463	3,831,463	3,846,213	(14,750)
Interest and fiscal charges	2,000,843	2,000,843	1,895,339	105,504
Total Expenditures	56,676,309	61,115,636	54,791,306	6,324,330
Excess revenues over (under) expenditures	(3,593,231)	(3,270,520)	1,676,365	4,946,885
Other financing sources (uses):				
Transfers in	506,500	5,138,150	3,641,651	(1,496,499)
Transfers out	-	(1,806,448)	(1,396,300)	410,148
Total Other financing sources (uses)	506,500	3,331,702	2,245,351	(1,086,351)
Net change in fund balance	(3,086,731)	61,182	3,921,716	3,860,534
Fund Balance at beginning of year				
- Budgetary Basis	12,917,103	12,917,103	12,917,103	
Fund Balance at end of year				
- Budgetary Basis	\$ 9,830,372	\$ 12,978,285	\$ 16,838,819	\$ 3,860,534

See accompanying notes to the required supplementary information

SCHEDULE 2

COUNTY OF CHESHIRE, NEW HAMPSHIRE

Schedule of Changes in the County's Proportionate Share of the Net OPEB Liability
For the Year Ended December 31, 2021

Cost-Sharing Multiple Employer Plan Information Only

<u>Measurement Period Ended</u>	<u>County's Proportion of the Net OPEB Liability</u>	<u>County's Proportionate Share of the Net OPEB Liability</u>	<u>County's Covered Payroll</u>	<u>County's Proportionate Share of the Net OPEB Liability as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability</u>
June 30, 2021	0.21442462%	\$ 858,678	\$ 15,603,420	5.50%	11.06%
June 30, 2020	0.23335097%	\$ 1,021,398	\$ 14,880,674	6.86%	7.74%
June 30, 2019	0.27241462%	\$ 1,194,296	\$ 14,146,452	8.44%	7.75%
June 30, 2018	0.30274245%	\$ 1,386,093	\$ 13,807,662	10.04%	7.53%
June 30, 2017	0.22908185%	\$ 1,047,440	\$ 13,971,937	7.50%	7.91%
June 30, 2016	0.25690930%	\$ 1,243,711	\$ 13,076,762	9.51%	5.21%

Significant Actuarial Assumptions

<u>Measurement Periods</u>	<u>Inflation</u>	<u>Salary Increases</u>	<u>Investment Rate of Return</u>	<u>Mortality Table</u>	<u>Mortality Scale</u>
June 30, 2020	2.00%	5.60%	6.75%	Pub-2010	MP-2019
June 30, 2016 - 2019	2.50%	5.60%	7.25%	RP-2014	MP-2015
June 30, 2013 - 2015	3.00%	3.75-5.80%	7.75%	RP-2000	Scale AA

See accompanying notes to the required supplementary information

SCHEDULE 3
 COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Schedule of County OPEB Contributions
 For the Year Ended December 31, 2021

Cost-Sharing Multiple Employer Plan Information Only

<u>Year Ended</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>County's Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
December 31, 2021	\$ 97,790	\$ (97,790)	\$ -	\$ 15,803,266	0.62%
December 31, 2020	\$ 106,980	\$ (106,980)	\$ -	\$ 15,311,264	0.70%
December 31, 2019	\$ 113,350	\$ (113,350)	\$ -	\$ 14,333,058	0.79%
December 31, 2018	\$ 130,727	\$ (130,727)	\$ -	\$ 14,021,972	0.93%
December 31, 2017	\$ 132,899	\$ (132,899)	\$ -	\$ 13,673,027	0.97%
December 31, 2016	\$ 136,622	\$ (136,622)	\$ -	\$ 13,250,079	1.03%

See accompanying notes to the required supplementary information

SCHEDULE 4
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Changes in the County's Total OPEB Liability and Related Ratios
For the Year Ended December 31, 2021

<u>Single Employer Plan Information Only</u>				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability:				
Service cost	\$ 133,953	\$ 131,172	\$ 119,362	\$ 127,528
Interest	48,026	44,990	67,576	55,307
Changes of assumptions or other inputs		782,655		(116,393)
Differences between expected and actual experience		(466,012)		
Benefit payments	(33,320)	(32,628)	(26,533)	(25,488)
Net change in total OPEB liability	148,659	460,177	160,405	40,954
Total OPEB Liability at beginning of year	2,282,041	1,821,864	1,661,459	1,620,505
Total OPEB Liability at end of year	<u>\$ 2,430,700</u>	<u>\$ 2,282,041</u>	<u>\$ 1,821,864</u>	<u>\$ 1,661,459</u>
Covered employee payroll	\$ 12,995,347	\$ 12,740,536	\$ 11,883,534	\$ 11,650,524
Total OPEB liability as a percentage of covered employee payroll	18.70%	17.91%	15.33%	14.26%
<u>Significant Actuarial Assumptions</u>				
Discount rate	2.12%	2.12%	4.10%	3.44%
Health cost trend rates:				
Initial	2.0% - 2020	2.0% - 2020	2.21% - 2018	2.21% - 2018
Ultimate	5.0% - 2030	5.0% - 2030	5.0% - 2028	5.0% - 2028
Mortality data set	SOA RP-2014	SOA RP-2014	SOA RP-2014	SOA RP-2014
Mortality improvement scale	MP-2020	MP-2020	MP-2017	MP-2017

See accompanying notes to the required supplementary information

SCHEDULE 5

COUNTY OF CHESHIRE, NEW HAMPSHIRE

Schedule of Changes in the County's Proportionate Share of the Net Pension Liability
For the Year Ended December 31, 2021

<u>Measurement Period Ended</u>	<u>County's Proportion of the Net Pension Liability</u>	<u>County's Proportionate Share of the Net Pension Liability</u>	<u>County's Covered Payroll</u>	<u>County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</u>
June 30, 2021	0.42136353%	\$ 18,674,491	\$ 15,603,420	119.68%	72.22%
June 30, 2020	0.42490015%	\$ 27,177,256	\$ 14,880,674	182.63%	58.72%
June 30, 2019	0.44018702%	\$ 21,180,279	\$ 14,146,452	149.72%	65.59%
June 30, 2018	0.44406881%	\$ 21,382,812	\$ 13,807,662	154.86%	64.73%
June 30, 2017	0.49770168%	\$ 24,476,933	\$ 13,971,937	175.19%	62.66%
June 30, 2016	0.49712847%	\$ 26,435,280	\$ 13,076,762	202.15%	58.30%
June 30, 2015	0.50078953%	\$ 19,838,913	\$ 12,812,858	154.84%	65.47%
June 30, 2014	0.49480395%	\$ 18,572,891	\$ 12,278,583	151.26%	66.32%
June 30, 2013	0.48048526%	\$ 20,679,050	\$ 11,655,631	177.42%	59.81%

Significant Actuarial Assumptions

<u>Measurement Periods</u>	<u>Inflation</u>	<u>Salary Increases</u>	<u>Investment Rate of Return</u>	<u>Mortality Table</u>	<u>Mortality Scale</u>
June 30, 2020	2.00%	5.60%	6.75%	Pub-2010	MP-2019
June 30, 2016 - 2019	2.50%	5.60%	7.25%	RP-2014	MP-2015
June 30, 2013 - 2015	3.00%	3.75-5.80%	7.75%	RP-2000	Scale AA

See accompanying notes to the required supplementary

SCHEDULE 6
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of County Pension Contributions
For the Year Ended December 31, 2021

<u>Year Ended</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>County's Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
December 31, 2021	\$ 2,192,391	\$ (2,192,391)	\$ -	\$ 15,803,266	13.87%
December 31, 2020	\$ 1,923,784	\$ (1,923,784)	\$ -	\$ 15,311,264	12.56%
December 31, 2019	\$ 1,852,292	\$ (1,852,292)	\$ -	\$ 14,333,058	12.92%
December 31, 2018	\$ 1,886,114	\$ (1,886,114)	\$ -	\$ 14,021,972	13.45%
December 31, 2017	\$ 1,822,410	\$ (1,822,410)	\$ -	\$ 13,673,027	13.33%
December 31, 2016	\$ 1,755,339	\$ (1,755,339)	\$ -	\$ 13,250,079	13.25%
December 31, 2015	\$ 1,799,614	\$ (1,799,614)	\$ -	\$ 13,385,305	13.44%
December 31, 2014	\$ 1,651,749	\$ (1,651,749)	\$ -	\$ 12,607,567	13.10%
December 31, 2013	\$ 1,397,108	\$ (1,397,108)	\$ -	\$ 11,944,974	11.70%

See accompanying notes to the required supplementary information

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For the Year Ended December 31, 2021

NOTE 1—BUDGET TO ACTUAL RECONCILIATION

General Fund

Amounts recorded as budgetary amounts in the Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budgetary Basis) – General Fund (Schedule 1) are reported on the basis budgeted by the County. Those amounts differ from those reported in conformity with accounting principles generally accepted in the United States of America in the Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds (Exhibit D). General Fund budgetary revenues and other financing sources and expenditures and other financing uses were adjusted for encumbrances, capital lease issuance, non-budgetary revenues and expenditures, and budgetary transfers as follows:

	Revenues and Other Financing <u>Sources</u>	Expenditures and Other Financing <u>Uses</u>
Per Exhibit D	\$ 60,013,432	\$ 55,541,364
Encumbrances - December 31, 2021		40,366
Encumbrances - December 31, 2020		(58,708)
Capital lease issuance	(28,969)	(28,969)
Non-budgetary revenues and expenditures	(37,370)	(28,447)
Budgetary transfers	<u>162,229</u>	<u>722,000</u>
Per Schedule 1	<u>\$ 60,109,322</u>	<u>\$ 56,187,606</u>

Major Special Revenue Fund

The County adopts its budgets under regulations of the New Hampshire Department of Revenue Administration which differ from accounting principles generally accepted in the United States of America. Consequently, budgetary information is not presented for the ARPA Fund as the information is neither practical nor meaningful.

NOTE 2—BUDGETARY FUND BALANCE

The components of the budgetary fund balance for the General Fund at December 31, 2021 are as follows:

Nonspendable:	
Prepaid items	\$ 231,005
Assigned for:	
Carryforward appropriations	719,498
Unassigned	<u>15,888,316</u>
	<u>\$ 16,838,819</u>

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION (CONTINUED)
For the Year Ended December 31, 2021

NOTE 3—SCHEDULE OF CHANGES IN THE COUNTY'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY AND SCHEDULE OF COUNTY OPEB CONTRIBUTIONS

In accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, the County is required to disclose historical information for each of the prior ten years within a schedule of changes in the County's proportionate share of the net OPEB liability and schedule of County OPEB contributions. The County implemented the provisions of GASB Statement No. 75 during the year ended December 31, 2018. Accordingly, the historic information has only been presented for those years which information was readily available. Additional disclosures will be made in future years as additional information becomes available.

NOTE 4—SCHEDULE OF CHANGES IN THE COUNTY'S TOTAL OPEB LIABILITY AND RELATED RATIOS

In accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, the County is required to disclose historical information for each of the prior ten years within a schedule of changes in the County's total OPEB liability and related ratios. The County implemented the provisions of GASB Statement No. 75 during the year ended December 31, 2018. Accordingly, the historic information has only been presented for those years which information was readily available. Additional disclosures will be made in future years as additional information becomes available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

NOTE 5—SCHEDULE OF CHANGES IN THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY AND SCHEDULE OF COUNTY PENSION CONTRIBUTIONS

In accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the County is required to disclose historical information for each of the prior ten years within a schedule of changes in the County's proportionate share of the net pension liability and schedule of County pension contributions. The County implemented the provisions of GASB Statement No. 68 during the year ended December 31, 2015. Accordingly, the historic information has only been presented for those years which information was readily available. Additional disclosures will be made in future years as the information becomes available.

SCHEDULE I
 COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Schedule of Expenditures of Federal Awards
 For the Year Ended December 31, 2021

Federal Granting Agency/Recipient State Agency/Grant Program/State -Grant Number	Assistance Listing Number	Expenditures	Expenditures to Subrecipients
DEPARTMENT OF COMMERCE			
<i>Received Directly From U.S. Treasury Department Economic Development Cluster:</i>			
COVID-19 Economic Adjustment Assistance #01-79-15111	11.307	\$ 37,709	
<i>Total Economic Development Cluster</i>		<u>37,709</u>	<u>\$ 9,459</u>
Total Department of Commerce		<u>37,709</u>	<u>9,459</u>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<i>Pass Through Payments from the Community Development Finance Authority</i>			
<i>Community Development Block Grants / State's Program and Non-Entitlement Grants in Hawaii</i>			
#21-403-CDMCI-3	14.228	241,514	
#20-403-CDHS		486,161	
#19-403-CDED		1,472	
#20-403-CDMCI-3		247,495	
COVID-19 #20-403-CDMG-CV		416,836	
COVID-19 #20-403-CDPS-CV		163,015	
		<u>1,556,493</u>	<u>1,461,457</u>
Total Department of Housing and Urban Development		<u>1,556,493</u>	<u>1,461,457</u>
DEPARTMENT OF JUSTICE			
<i>Received Directly From U.S. Treasury Department</i>			
COVID-19 Coronavirus Emergency Supplemental Funding Program #2020-VN-RX-1109	16.034	6,061	
<i>Pass Through Payments from the New Hampshire Department of Justice</i>			
Crime Victim Assistance #2019-V2-GX-0050	16.575	50,858	
Violence Against Women Formula Grants #2020-WF-AX-0015	16.588	30,000	
<i>Received Directly From U.S. Treasury Department</i>			
Bulletproof Vest Partnership Program #2020BUBX20021490 #BUBX21025876	16.607	83 1,353 <u>1,436</u>	
Edward Byrne Memorial Justice Assistance Grant Program #15PBJA-21-GG-01677-J #2020-DJ-BX-0106	16.738	5,235 7,803 <u>13,038</u>	<u>6,720</u>
Equitable Sharing Program	16.922	1,739	
Total Department of Justice		<u>103,132</u>	<u>6,720</u>

See notes to schedule of expenditures of federal awards

SCHEDULE I
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended December 31, 2021

Federal Granting Agency/Recipient State Agency/Grant Program/State <u>Grant Number</u>	Assistance Listing <u>Number</u>	<u>Expenditures</u>	<u>Expenditures to Subrecipients</u>
DEPARTMENT OF TRANSPORTATION			
<i>Pass Through Payments from the New Hampshire Department of Transportation Transit Services Programs Cluster:</i>			
Enhanced Mobility of Seniors and Individuals with Disabilities DOT 5310 #1385-2021-4	20.513	87,656	
DOT 5310		<u>95,520</u>	
<i>Total Transit Services Programs Cluster</i>		<u>183,176</u>	<u>174,453</u>
Total Department of Transportation		<u>183,176</u>	<u>174,453</u>
DEPARTMENT OF THE TREASURY			
<i>Pass Through Payments from the State of New Hampshire Governor's Office</i>			
COVID-19 Coronavirus Relief Fund	21.019	<u>195,000</u>	
<i>Received Directly From U.S. Treasury Department</i>			
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	<u>3,208,902</u>	
Total Department of the Treasury		<u>3,403,902</u>	
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
<i>Pass Through Payments from the New Hampshire Department of Health and Human Services</i>			
Public Health Emergency Preparedness #U90TP922018	93.069	<u>49,662</u>	<u>48,349</u>
Environmental Public Health and Emergency Response #UE1EH001332	93.070	<u>44,896</u>	<u>40,814</u>
<i>Received Directly From U.S. Treasury Department</i>			
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED) #1H79SM063408	93.104	309,277	
#1H79SM082959		<u>739,402</u>	
		<u>1,048,679</u>	
<i>Pass Through Payments from the New Hampshire Department of Health and Human Services</i>			
Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children #NUE2EH01408	93.197	<u>3,498</u>	<u>3,180</u>
COVID-19 Immunization Cooperative Agreements #NU23IP922595	93.268	<u>19,353</u>	<u>17,593</u>

See notes to schedule of expenditures of federal awards

SCHEDULE I
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended December 31, 2021

Federal Granting Agency/Recipient State Agency/Grant Program/State <u>Grant Number</u>	Assistance Listing Number	<u>Expenditures</u>	<u>Expenditures to Subrecipients</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES (CONTINUED)			
<i>Pass Through Payments from the New Hampshire Department of Health and Human Services</i>			
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) #NUSOCK000522	93.323	<u>395,200</u>	<u> </u>
COVID-19 Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response #NU90TP922106	93.354	<u>24,150</u>	<u>21,955</u>
<i>Received Directly From U.S. Treasury Department</i> COVID-19 Provider Relief Fund	93.498	<u>458,900</u>	<u> </u>
<i>Pass Through Payments from the New Hampshire Department of Health and Human Services</i>			
Preventative Health and Health Services Block Grant #T009037	93.758	<u>37,797</u>	<u>4,577</u>
<i>Pass Through Payments from the New Hampshire Bureau of Drug and Alcohol Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse #T1010035	93.959	<u>35,400</u>	<u>33,791</u>
Total Department of Health and Human Services		<u>2,117,535</u>	<u>170,259</u>
DEPARTMENT OF HOMELAND SECURITY			
<i>Pass Through Payments from the New Hampshire Department of Safety</i>			
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters) #FEMA-DR-4516-NH	97.036	<u>10,330</u>	<u> </u>
Homeland Security Grant Program #EMW-2018-SS-00055 #EMW-2020-SS-00045-S0	97.067	<u>80,055</u> <u>161,760</u> <u>241,815</u>	<u> </u> <u> </u> <u> </u>
Total Department of Homeland Security		<u>252,145</u>	<u> </u>
Total Expenditures of Federal Awards		<u>\$ 7,654,092</u>	<u>\$ 1,822,348</u>

See notes to schedule of expenditures of federal awards

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2021

NOTE 1—BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of the County of Cheshire, New Hampshire (the County) under programs of the federal government for the year ended December 31, 2021. 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 Requirement for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting, which is described in Note 1 of the County's basic financial statements. 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.

NOTE 3—INDIRECT COST RATE

The County has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4—PROVIDER RELIEF FUND

During the year ended December 31, 2020, the County recognized total revenue of \$458,900 from the Provider Relief Fund (ALN #93.498). Of this amount, \$420,003 is based on lost revenue at the County's nursing home facility. This amount is reported on the Schedule of Expenditures of Federal Awards for the year ended December 31, 2021, per Uniform Guidance and based upon the Provider Relief Fund report submitted to the United States Department of Health and Human Services.

**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**

Independent Auditor's Report

To the Board of Commissioners
County of Cheshire, 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 the governmental activities, each major fund, and the aggregate remaining fund information of the County of Cheshire, New Hampshire, as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the County of Cheshire, New Hampshire's basic financial statements, and have issued our report thereon dated May 17, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County of Cheshire, New Hampshire's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County of Cheshire, New Hampshire's internal control. Accordingly, we do not express an opinion on the effectiveness of the County of Cheshire, New Hampshire'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 audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County of Cheshire, New Hampshire'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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vishon Clukay & Company PC

Manchester, New Hampshire
May 17, 2022

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

Independent Auditor's Report

To the Board of Commissioners
County of Cheshire, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the County of Cheshire, New Hampshire's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County of Cheshire, New Hampshire's major federal programs for the year ended December 31, 2021. The County of Cheshire, New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County of Cheshire, New Hampshire complied, in all material respects, with the 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, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); 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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County of Cheshire, New Hampshire and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County of Cheshire, New Hampshire's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the

requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County of Cheshire, New Hampshire's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County of Cheshire, New Hampshire's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore it is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County of Cheshire, New Hampshire's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County of Cheshire, New Hampshire's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County of Cheshire, New Hampshire's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 the County of Cheshire, New Hampshire's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 a 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

Vashon Clukay & Company PC

Manchester, New Hampshire
May 17, 2022

County of Cheshire, New Hampshire
 Schedule of Findings and Questioned Costs
 For the Year Ended December 31, 2021

Section I—Summary of Auditor’s Results

Financial Statements

Type of auditor’s report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified - all reporting units

Internal control over financial reporting:
 Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) identified _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major federal programs:
 Material weakness(es) identified? _____ yes X no
 Significant deficiency(ies) identified _____ yes X none reported

Type of auditor’s report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes X no

Identification of major federal programs:

ALN Number(s)	Name of Federal Program or Cluster
14.228	Community Development Block Grants/ State’s program and Non-Entitlement Grants in Hawaii
21.027	Coronavirus State and Local Fiscal Recovery Funds
93.498	Provider Relief Fund

Dollar threshold used to distinguish between Type A and Type B program: \$ 750,000

Auditee qualified as low-risk auditee? X yes _____ no

Section II—Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III—Federal Award Findings and Questioned Costs

There were no findings and questioned costs required to be reported under 2 CFR 200.516(a).



County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

Cheshire County Commissioners List 2023-2024

John "Jack" G. Wozmak, J.D.
Chair of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215

District 1 Representing Chesterfield, Fitzwilliam, Hinsdale, Richmond, Swanzey, Troy, and Winchester
Elected to a 4-year term from January 1, 2021, to December 31, 2024

Robert "Bob" J. Englund, M.D.
Vice Chair of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215
renglund@co.cheshire.nh.us

District 3 Representing Alstead, Dublin, Gilsum, Harrisville, Jaffrey, Marlow, Nelson, Rindge, Stoddard, Sullivan, Surry, Walpole, Westmoreland
Elected to a 2-year term from January 1, 2023, to December 31, 2024

Terry M. Clark
Clerk of the Commissioners
12 Court Street, Keene, NH 03431
Work: 603-352-8215
tclark@co.cheshire.nh.us

District 2 Representing Roxbury, Keene, and Marlborough
Elected to a 4-year term from January 1, 2023, to December 31, 2026



HOME

ABOUT US

NEED A RIDE?

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MRCC Members

Executive Committee

Ellen Avery, Community Volunteer Transportation Company - *Chairperson*

Charles Pratt, Home Healthcare, Hospice & Community Services - *Vice-chair*

Suzanne Bansley, Cheshire County - *Treasurer*

Mary Jensen, Keene Senior Center - *Secretary*

Current Members

Ellen Avery, Community Volunteer Transportation Company

Kathy Baird, Monadnock RSVP

Suzanne Bansley, Cheshire County

Karen Brook, Big Brothers Big Sisters of New Hampshire

Elizabeth Chipman, Keene Housing Kids Collaborative

Beth Daniels, Southwestern Community Services

James Duffy, Center for Population Health at Cheshire Medical Center

Dartmouth-Hitchcock

Sandra Faber, Monadnock at Home

Andrew Harmon, Citizen Member

Mary Jensen, Keene Senior Center

Kristin Kostecki, Hillsborough County Meals on Wheels

Robert Perry, Volunteers Enabling Transportation

Charles Pratt, Home Healthcare Hospice and Community Services

Daniel Smith, Keene YMCA

Christine Selmer, Monadnock Family Services

Lisa Steadman, Monadnock Peer Support

POWERED BY

Member

Staff

Terry Johnson, Senior Project Manager

Southwest Region Planning Commission

37 Ashuelot Street, Keene, NH 03431

Phone: (603) 357-0557

Email: tjohnson [a] swrpc.org

TERRY L. JOHNSON

PROFESSIONAL EXPERIENCE

SOUTHWEST REGION PLANNING COMMISSION, Keene, NH

Senior Project Manager, 2019-Present

Design and manage regionwide public health planning services and projects. Engage social service agencies and partners across health, planning, transportation, housing, education, economic development and other sectors, to improve population and community health.

Accomplishments include:

- Serve as Mobility Manager for Region 5.
- Provide leadership and administrative support to the Monadnock Region Coordinating Council for Community Transportation.
- Conducted Monadnock Rural Communities Opioid Response Planning Project (MRCORPP) Needs Assessment.
- Coordinated updates to Cheshire Medical Center's Community Health Needs Assessment and Greater Monadnock Public Health Network's Community Health Improvement Plan.
- Provide grant writing and administrative support to municipalities and subrecipients of Community Development Block Grant funds.

FOUNDATION FOR HEALTHY COMMUNITIES, Concord, NH

Director, Healthy Eating Active Living NH (HEAL), 2008-2018.

EXETER HOSPITAL, Portsmouth, NH

Practice Director, Equinox Health and Healing, 2006-2008

NEW HAMPSHIRE CELEBRATES WELLNESS, Concord, NH

Executive Director, 2003-2006

SPRINGFIELD ATHLETIC CLUB, Mobile, AL

Executive Director, 2001-2003

WTS INTERNATIONAL, Silver Spring, MD

Senior Vice President, 1997-2001

EDUCATION

Bachelor of Science, Health and Physical Education, University of Louisiana at Lafayette, Lafayette, LA

AWARDS AND RECOGNITIONS

- 2017 NH Governor's Council on Physical Activity and Health Outstanding Achievement Award
- NH Governor's Council on Physical Activity and Health service recognition

COUNTY OF CHESHIRE, NH

On behalf of Monadnock Region Coordinating Council for Community Transportation

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Terry Johnson	SWRPC Senior Project Mgr MRCC Regional Mobility Mgr	Unknown*	~90%*	\$121,795*

*Key Personnel for the Monadnock Region Coordinating Council for Community Transportation (MRCC) is the Regional Mobility Manager. This position is filled by a combination of Southwest Region Planning Commission (SWRPC) staff members through a subcontract between Cheshire County and SWRPC. Due to this being a subcontract, the salaries of individuals working on the contract is information not requested or required. The percent paid from this contract is noted at about 90% as the subcontract budget is for Terry Johnson to devote 1,888 hours to this work. The amount paid from this contract is the exact amount included in the subcontract budget. The rate used in the subcontract budget is a loaded rate inclusive of benefits and overhead, so the amount paid from this contract is a total compensation rate and not a base rate. SWRPC's executive director, a principal planner, a staff planner, and the office manager all also will bill hours to the subcontract for a total estimation of 3,046 hours per year combined from all SWRPC staff.