THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

39

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
May 1, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Southwestern Community Services, Inc. (Vendor 177511), Keene, NH, for an amount not to exceed $1,386,800 for transportation services for the period July 1, 2025, through June 30, 2027, effective upon Governor and Council approval. **100% Federal Funds.**

Funds are anticipated to be available in Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	FY 2026	FY 2027
04-96-96-964010-2916		
Public Transportation		
072-500575 Grants to Non-Profits-Federal	$693,400	$693,400

EXPLANATION

This agreement includes funding from 2 Federal Transit Administration (FTA) programs: §5311 Rural Area Formula Program and §5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.

The Department's proposed FY 2026 and 2027 operating budget includes funding from the Federal Transit Administration (FTA) §5311 Rural Area Formula Program (§5311) that provides funds for capital, planning, and operating assistance for public transportation in rural areas with populations of less than 50,000; these transportation services are open to the general public or segments of the general public defined by age, disability, or low income. Public transportation may include fixed route (with complementary paratransit service), deviated/flexible routes, and demand response modes of service. The funds are awarded for existing and new/expansion projects. Agencies apply for funding through a biannual solicitation in which all proposed projects are evaluated.

Additionally, the Department's proposed FY 2026 and 2027 operating budget also includes funding from the FTA §5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (§5310) that provides funds for capital, contracted services, and mobility management for seniors and individuals with disabilities in New Hampshire. Funds for §5310 are allocated to the eight (8) Regional Coordinating Councils (RCCs) to support coordinated transportation services in each region using a census-based distribution formula. Each individual RCC was responsible for conducting its own project solicitation,

evaluation, and prioritization and then submitting one regional application for eligible §5310 RCC projects through an approved lead agency voted on by each RCC.

Southwestern Community Services (SCS) is a private, non-profit organization providing FTA §5311 rural public transportation, including transportation for seniors and individuals with disabilities, in Sullivan County.

SCS will act as the lead agency for Region 4 Sullivan County Regional Coordinating Council 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 Regional Coordination Councils. Region 4 Sullivan County Regional Coordinating Council designated SCS as their lead agency. As the lead agency, SCS is tasked with applying for FTA §5310 RCC funds on behalf of Region 4. As required by FTA, this project is identified in a locally developed coordinated public transit-human services transportation plan.

The Department has awarded the following funds for State Fiscal Year 2026-2027 biennium:

- §5311 Rural Area Formula Program funds (Project 68033D)
    - $970,000

Details relating to each transit system's evaluation and award are included in the attached §5311 summary sheet.

- §5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program Funds
    - $416,800
        - Region 4 Sullivan County Regional Coordinating Council (Project 68034D),

Details relating to each Region's award are included in the attached §5310 summary sheet.

SCS, in conjunction with its regional partners as applicable, will provide the remaining 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 2026 and 2027 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,

William J. Cass, P.E.
Commissioner

Attachments

SFY 2026-2027 FTA Section 5310 Regional Coordination Council Funds

Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities funds are eligible to support the eight (8) Regional Coordination Councils (RCCs) for coordinated transportation services in their regions. The RCC's were established by the State Coordinating Council (SCC), which was developed as a central body to coordinate community transportation services statewide. FTA §5310 program funds are allocated by a census-based, formula distribution to each region for the following projects:

- **Contracted services/mobility management projects - 80% Federal / 20% match**
  - Contracted services – projects include purchase of transportation services from an entity (volunteer trips, hours of bus service, etc.)
  - Mobility management – projects include coordination efforts & activities, travel training, & operation of call centers.
  - Regional Mobility Managers – funding for Regional Mobility Managers (RMM)

FTA §5310 RCC funds were allocated by region according to a formula primarily based on regional populations of residents over 65 and those 64 or younger with disabilities to approved lead agencies to facilitate the provision of accessible demand response transportation services for seniors and individuals with disabilities within the regions and will support mobility management and strategic planning activities in cooperation with the Regional Coordination Councils. As required by FTA, each region and projects are identified in a locally developed coordinated public transit-human services transportation plan.

Region	Lead Agency (Contract with NHDOT)	Regional Partners Utilizing Funds	SFY 2026 Contract Amount	SFY 2027 Contract Amount	Two-Year 5310 Contract Totals
Region 1 Grafton-Coos	Tri-County Community Action Program (TCCAP)	Grafton County Senior Citizens Council Transport Central TCCAP	**$385,500**	**$385,500**	**$771,000**
Region 2 Carroll		Carroll County Retired Senior Volunteer Program The Gibson Center for Senior Services TCCAP	**$233,000**	**$233,000**	**$466,000**
Region 3 Belknap-Merrimack	Community Action Programs Belknap - Merrimack Counties (CAPBMCI)	CAPBMCI, RTS CAPBMCI Volunteer Driver Program Taxi Voucher NH Association for the Blind – Future In Sight	**$506,800**	**$506,800**	**$1,013,600**
Region 4 Sullivan	Southwestern Community Services (SCS)	SCS	**$208,400**	**$208,400**	**$416,800**
Region 5 Monadnock Region	County of Cheshire	County of Cheshire, Home Healthcare, Hospice & Community Services, Community Volunteer Transportation Company, Monadnock Adult Care Center, Keene Senior Center	**$312,200**	**$312,200**	**$624,400**
Region 7 Nashua Region	Nashua Regional Planning Commission (NRPC)	Nashua Transit System, Souhegan Valley Transportation Collaborative	**$255,500**	**$255,500**	**$511,000**
Region 8 Southern NH / Manchester Region	Southern NH Planning Commission (SNHPC)	Manchester Transit Authority Easter Seals Catholic Charities SNHPC Rockingham Nutrition & Meals on Wheels	**$563,100**	**$563,100**	**$1,126,200**
Region 10 ACT NH Seacoast Region	Cooperative Alliance for Seacoast Transportation (COAST)	COAST Ready Rides Community Rides Community Action Partnership of Strafford County (CAPSC) Shuttle Rockingham Nutrition & Meals on Wheels	**$571,000**	**$571,000**	**$1,142,000**
Total			**$3,035,500**	**$3,035,500**	**$6,071,000**

SFY 2026 - 2027 FTA Section 5311 (Rural) Public Transportation Project Funds

Federal Transit Administration (FTA) Section 5311 Rural Public Transportation Formula funds are eligible to support public transportation services in areas with populations of less than 50,000 (rural); these transportation services are open to the general public or segments of the general public defined by age, disability, or low income. Public transportation may include fixed route (with complementary paratransit service), deviated/flexible routes, and demand response modes of service. Eligible projects are limited to Operating Expenses, Administration, Capital Preventive Maintenance, and Capital ADA Expenses specifically for public transportation in New Hampshire's rural areas. The funds are allocated for existing and new/expansion projects. Agencies apply for funding through a biannual solicitation in which all proposed projects are evaluated.

- **Operating Expenses - 50% Federal / 50% match**
    - Net costs directly related to system operations such as fuel, oil, driver, dispatcher salaries, and fringe benefits.
- **Project Administration – 80% Federal / 20% match**
    - Costs related to project administrative expenses such as general administrative expenses, marketing, insurance premiums, office supplies, facilities and equipment rentals, standard overhead rates, drug, and alcohol testing.
- **Capital Preventive Maintenance (PM) – 80% Federal / 20% match.**
    - Costs related to all maintenance related to vehicles and non-vehicles including supplies, materials, labor, services, and associated costs to preserve/extend assets.
- **Capital Americans with Disabilities Act (ADA) Expenses - 80% Federal / 20% match.**
    - Costs related to complementary paratransit services to individuals with disabilities who cannot use the fixed-route services; a minimum of ¾ of a mile on either side of the fixed route.

The Department released a public notice on February 03, 2025, announcing the availability of §5311 funds. Applications for requested funding were due on March 13, 2025. The Department received applications from six (6) rural public transit agencies. (see table below)

An evaluation committee that consisted of the Public Transportation Administrator, Transit Grants Coordinator, and the Transportation Project Specialist, reviewed, evaluated, and scored §5311 applications by consensus based on the below criteria.

Note: Every application met the Department's criteria for inclusion in its SFY 2026 - 2027 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The Evaluation criteria, scores, transit systems and respective awards are detailed in the tables below.

	Evaluation Criteria	Weight
-	Confirmed that proposed service/projects is eligible for 5311 funding - cite Circular C 9040.1H reference if new project.	Y/N
-	Seniors and persons with disabilities have full access to the applicant's services.	Y/N
1	The proposed service is a continuation of existing services. (40% will be granted) OR New/Expanded projects only: The application details how the proposed service enhances an existing service or addresses an NHDOT policy goal (per Statewide Strategic Transit Assessment (SSTA).	40%
2	The applicant has the fiscal and technical capacity and adequate budget to operate its service and demonstrates successful experience in providing transportation services. This includes the applicant's compliance with relevant Federal and state regulations and having a history of compliance with regulations and reporting requirements. New applicants will need to demonstrate ability to comply with FTA requirements.	30%
3	The application demonstrates an effort to involve the private sector in the delivery of transportation services as well as involvement in and support for the project, financial and otherwise, on the part of citizens and local government. (Note: This includes providing evidence of public support for the project from municipal, regional, institutional and/or private sector partners and describing your efforts to leverage funds from these partners or other sources to support this project.)	20%
4	The application shows coordination with other transportation providers in the service area: public, nonprofit, and for-profit	10%
		100%

5311 Applicant	Transit System	Consensus Score	FY 2026 5311 Funds	FY 2027 5311 Funds	Two-Year 5311 Totals
Advance Transit (AT), Wilder, VT	Upper Connecticut River Valley & Grafton County, including Hanover & Lebanon	98%	**$3,670,000**	**$3,670,000**	**$7,340,000**
Community Action Program Belknap-Merrimack County, Inc. (CAPBMCI), Concord, NH	Concord Area Transit	98%	**$980,000**	**$980,000**	**$1,960,000**
Community Alliance for Seacoast Transportation (COAST)	COAST segments of Route 7 between Exeter & Stratham (rural as of 2020 Census)	96%	**$90,000**	**$90,000**	**$180,000**
Southwestern Community Services (SCS)	Sullivan County Transportation	93%	**$485,000**	**$485,000**	**$970,000**
Tri-County Community Action Program, Inc. (TCCAP), Berlin, NH	Carroll County Transit & North Country Transit	91%	**$451,000**	**$451,000**	**$902,000**
VNA@HCS, Keene, NH	(Keene) City Express	91%	**$277,000**	**$277,000**	**$554,000**
		Totals	**$5,953,000**	**$5,953,000**	**$11,906,000**

Subject: SFY 2026 - 2027 FTA Section 5311, SFY 2026 - 2027 FTA Section 5310 RCC Region 4

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 Southwestern Community Services, Inc.		1.4. Grantee Address 6 Kinney Place, Claremont, NH 03743-3748	
1.5 Grantee Phone # 603-542-9609	1.6. Account Number 04-96-96-964010-2916-072-500575	1.7. Completion Date June 30, 2027	1.8. Grant Limitation $1,386,800
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 Beth Daniels		1.12. Name & Title of Grantee Signor 1 Beth Daniels, CEO	
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) Mich L.C		1.14. Name & Title of State Agency Signor(s) Michelle 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: May 19, 2025			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), 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").

Contractor Initials BD
Date 04/28/25

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 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 da examination, duplication, publication, translation, sale, disposal, or for any 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 OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take 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 suspe all payments to be made under this Agreement and ordering that the portion Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been 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

Contractor Intials BD
Date 04/28/25

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor 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 intend 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.

Contractor Intials BD
Date 04/28/25

SOUTHWESTERN COMMUNITY SERVICES, INC.
EXHIBITS TO AGREEMENT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

DOL Special Warranty – Unified Protective Arrangement

2 CFR Part 200
FTA Section 5310
FTA Section 5311

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

Southwestern Community Services
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 more than 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, subrecipient, 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 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. If 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: FTA Enhanced Mobility of Seniors & Individuals with Disabilities program

SECTION 5311: FTA Formula Grants for Rural Areas program

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 4220.1G 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 more than 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 9040.1H and the State Management Plan unless written approval is received from the State.

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.

A.12. Amend G-1 by adding "EQUIPMENT MAINTENANCE" as section 29:

29. **EQUIPMENT MAINTENANCE.** The Grantee shall be responsible for the maintenance and repair of all equipment used in the Services described in Exhibit D. The Grantee shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The Grantee shall certify that a proper maintenance plan that meets or exceeds the original equipment manufacturer's preventive maintenance guidelines is followed. Vehicle maintenance plans must

be approved by the Grantee's Board of Directors. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Grantee and at a location specified by the Grantee. The Grantee shall notify the State of any changes in this location. The Grantee further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, the FTA, and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

A.13. Amend G-1 by adding "REPAIR RECORDS AND REPORTS" as section 30:

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

A.14. Amend G-1 by adding "VEHICLE STORAGE" as section 31:

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

A.15. 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.16. 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.17. 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.18. 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.19. 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.20. 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 during 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.21. 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.

SOUTHWESTERN COMMUNITY SERVICES, INC.
EXHIBIT B
SCOPE OF SERVICES

1. The Grantee, Southwestern Community Services, Inc., (hereinafter the "Grantee") shall provide the following public transportation services:

    a. Fixed route, demand-responsive, and/or route deviation public transit services in Sullivan County as detailed in the "Project Description" of the Grantee's application to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter "the State") for FTA Section 5311 funding. The Grantee's application is hereby incorporated by reference and made part of this agreement.

    b. Serve as the lead agency for Region 4 Sullivan for FTA Section 5310 RCC funds to provide accessible transportation services to seniors and individuals with disabilities in cooperation with the Region 4 Sullivan RCC. The Grantee's 5310 RCC 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 Grant.

2. The following terms and conditions apply to all of the FTA Section 5311-funded public transit services 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. The Grantee may request to revise transportation services, as submitted in the Grantee's grant application to the State, to add, reduce, or adjust transportation services provided under this Grant. Any alterations to such transportation services, including alterations for the provision of service to special events, shall be requested in writing by the Grantee to the State for approval at least 30 days in advance. Revisions subject to a public comment period shall be requested at least 60 days in advance. Upon approval of the State, the Grantee shall implement any alterations within thirty (30) days unless a different timeframe is agreed to by the State and the Grantee.

    c. The Grantee shall not change, add, or delete any route or make any fare, service, or operating schedule adjustments without the prior written agreement of the State, except in an emergency situation. In such an emergency, the Grantee shall notify the State no later than the next working day following the day of such changes. Such emergency changes will be valid for a maximum of five days; thereafter, the written approval of the State shall be required to continue such emergency changes.

    d. All project vehicles, including those Federally funded vehicles outlined in Exhibit D, Project Equipment, as identified by their Vehicle Identification Numbers, as

well as any additional vehicles utilized for the project, shall be used in accordance with all applicable Federal and State laws as well as State requirements.

3. The following terms and conditions apply to all 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 contract 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.

SOUTHWESTERN COMMUNITY SERVICES
EXHIBIT B
BUDGET

I. The Grant price, as defined in Section 1.8 of the General Provisions, are the respective FTA Section 5311 and Section 5310 RCC portions of the eligible project costs. Federal funds are granted as follows:

REGION 4 SCS		
FTA Section 5311 – Project 68033D	**SFY 2026**	**SFY 2027**
Administration	$193,000	$193,000
Capital Preventive Maintenance	$46,000	$46,000
Capital ADA	$0	$0
Operating	$246,000	$246,000
FTA 5311 Totals Per Year	**$485,000**	**$485,000**
Total Two-Year 5311 Funds	**$970,000**	
FTA Section 5310 RCC – 68034D	**SFY 2026**	**SFY 2027**
Contracted Services	$50,060	$50,060
Mobility Management Activities	$65,798	$65,798
Regional Mobility Management	$92,543	$92,543
FTA 5310 RCC Funding Per Year	**$208,400**	**$208,400**
Total Two-year FTA 5310 RCC Funds	**$416,800**	
Total Federal (FTA) Funds Per Year	**$693,400**	**$693,400**
Total Two-Year Grant Funds	**$1,386,800**	

a. Funds are contingent upon Federal 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 Grant.

a. Budget revisions may be made with written approval of the State. Also, approval by the appropriate Regional Coordination Council (RCC) is required for 5310 RCC budget revisions.

b. 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.

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 the State.

a. 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.

a. The Grantee will verify that trip reimbursement is for non-Medicaid-eligible trips only.

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

SOUTHWESTERN COMMUNITY SERVICES, INC.
EXHIBIT D
VEHICLE LIST

Transit Vehicles: 7

2016 (Model Yr. 2017) Ford E450 10&2 Passenger Bus	1FDEE3FS2HDC01149
2016 Ford E350 8 & 2 Passenger Bus #1723	1FDEE3FSXGDC57859
2017 #450 Ford 12 & 2 Passenger	1FDFE4FS4HDC49297
2018 Ford E-450	1FDFE4FS9KDC07327
2019 Ford E450SD 12&2	1FDFE4FS2KDC71435
2021 Ford E450 14&2	1FDFE4FNOMDC14275
2021 Ford E-450 14&2	1FDFE4FN9MDC18373

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan. Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65514**

Certificate Number: **0007142018**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 14, 20 24, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/23/2025

Kevin D. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2025

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

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

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431	**CONTACT NAME:** Ana O'Donnell, CPIW, CIC **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** aodonnell@hilbgroup.com
INSURED Southwestern Community Services, Inc. PO Box 603 Keene NH 03431-0603	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Philadelphia Indemnity Insurance Co — 18058 INSURER B : Granite State Healthcare & Human Services Trust INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2636316	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIAB	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1M / 2M
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB893672	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20232000036	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

3a state: NH. All officers included. 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 policies referenced herein.

CERTIFICATE HOLDER

NH Department of Transportation Bureau of Rail & Tr
PO Box 483
Concord NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Southwestern Community Services, Inc.

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

Or,

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

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

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	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: Southwestern Community Services, Inc

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

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

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

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 Beth Daniels Date: 03/05/24

Name Beth Daniels, CEO 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.

Southwestern Community Services, Inc. — Name of Agency

06/10/24 — Date

Beth Daniels, CEO — Name of Authorized Official

Beth Daniels — Signature

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

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

Name of Subrecipient Agency: Southwestern Community Services

Southwestern Community Services, 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: $416,800
Assistance Listing Number (ALN) *(f/k/a CFDA)*: 20.513
FTA Award Name: FTA SECTION 5310 (COMBINED) RCC PROGRAM APPLICATIONS
Federal Award Identification Number (FAIN): **NH-2023-012-01**
Federal Award Date: **8/16/24**

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 Information:
Subrecipient Name: ***Southwestern Community Services***
Subrecipient SAM.GOV Unique Entity ID (UEI): **HMUUXK8MBJC3**
Name of authorizing subrecipient official: Beth Daniels
Title of authorizing subrecipient official: CEO
Federal Clauses: N/A
Master Agreement/Certifications and Assurances: Yes
Subrecipient Federal indirect cost rate: 12%
(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in 2 CFR 200.332(b)(4)(i)(A)(B) and (ii). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

Subaward Period of performance:
Start Date: 7/1/25 End Date: 6/30/27

Total amount of FTA sub-award obligated by this action *(agreement/amendment)*:
For FFY: 2025 Section: 5310 RCC Amount: $416,800

Total amount of FTA sub-award committed to the *subrecipient* *(original agreement & amendments)*:
For FFY: 2025 Section: 5310 RCC Amount: $416,800

Pass-through requirements:

The Subrecipient, ***Southwestern Community Services*** agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The Subrecipient, ***Southwestern Community Services*** agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient, ***Southwestern Community Services*** agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 04/28/25

Name of authorizing subrecipient official: Beth Daniels

Title of authorizing subrecipient official: CEO

Signature of authorizing subrecipient official: Beth Daniels

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

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

Name of Subrecipient Agency: Southwestern Community Services

Southwestern Community Services, 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: $970,000
Assistance Listing Number (ALN) *(f/k/a CFDA)*: 20.509
FTA Award Name: FTA SECTION 5311 (RURAL) PUBLIC TRANSPORTATION PROJECT SOLICITATION
Federal Award Identification Number (FAIN): **NH-2024-007**
Federal Award Date: **7/22/2024**

Contact information for sub-awarding official:
Name: Fred Butler Title: Public Transportation Administrator, Bureau of Rail and Transit
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 Information:
Subrecipient Name: ***Southwestern Community Services***
Subrecipient SAM.GOV Unique Entity ID (UEI): **HMUUXK8MBJC3**
Name of authorizing subrecipient official: Beth Daniels
Title of authorizing subrecipient official: CEO
Federal Clauses: N/A
Master Agreement/Certifications and Assurances: Yes
Subrecipient Federal indirect cost rate: 12%
(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in 2 CFR 200.332(b)(4)(i)(A)(B) and (ii). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

Subaward Period of performance:
Start Date: 7/1/25 End Date: 6/30/27

Total amount of FTA sub-award obligated by this action *(agreement/amendment)*:
For FFY: 2025 Section: 5311 Amount: $970,000

Total amount of FTA sub-award committed to the *subrecipient* *(original agreement & amendments)*:
For FFY: 2025 Section: 5311 Amount: $970,000

Pass-through requirements:

The Subrecipient, ***Southwestern Community Services*** agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The Subrecipient, ***Southwestern Community Services*** agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient, ***Southwestern Community Services*** agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 04/28/25

Name of authorizing subrecipient official: Beth Daniels

Title of authorizing subrecipient official: CEO

Signature of authorizing subrecipient official: Beth Daniels

Internal Revenue Service
District Director

Department of the Treasury
P.O. BOX 9051
J.F. KENNEDY POST OFFICE
BOSTON, MA. 02203

Date: JAN 05 1979

Person to Contact:
Marilyn Hamilton
Contact Telephone Number:
(617) 223-1498

Southwestern Community Services, Inc.
40 Mechanic Street
Keene, New Hampshire 03431

Date of Exemption: March, 1966
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

H.B. Mosher
District Director

Item Changed	From	To
Name	Sullivan and Cheshire County Community Action Associates	Southwestern Community Services, Inc.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORTS

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

TABLE OF CONTENTS

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southwestern Community Services, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southwestern Community Services, Inc. and related companies 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 consolidated 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 consolidated 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 Southwestern Community Services, Inc. and related companies' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. 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 consolidated 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 consolidated 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 consolidated 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 Southwestern Community Services, Inc. and related companies' 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 consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' 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.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 22, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. 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 consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated 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 February 9, 2023, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional association

Wolfeboro, New Hampshire
February 9, 2023

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 3,153,976	$ 1,722,941
Accounts receivable, net	1,745,952	1,783,993
Prepaid expenses	243,990	62,628
Total current assets	5,143,918	3,569,562
PROPERTY		
Land and buildings	29,859,136	28,549,202
Vehicles and equipment	555,554	565,380
Furniture and fixtures	958,072	934,441
Total property	31,372,762	30,049,023
Less accumulated depreciation	15,527,483	14,621,952
Property, net	15,845,279	15,427,071
OTHER ASSETS		
Investment in related parties	94,230	138,001
Due from related parties	47,566	55,138
Cash escrow and reserve funds	1,479,277	1,471,741
Security deposits	111,033	105,790
Other assets	384	384
Total other assets	1,732,490	1,771,054
Total assets	$ 22,721,687	$ 20,767,687

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 208,035	$ 240,586
Accrued expenses	229,110	170,074
Accrued payroll and payroll taxes	353,786	244,003
Other current liabilities	158,972	148,854
Refundable advances	1,519,622	729,955
Current portion of Economic Injury Disaster Loan	3,585	-
Current portion of long term debt	159,974	142,174
Total current liabilities	2,633,084	1,675,646
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,243,212	10,911,627
Economic Injury Disaster Loan, less current portion shown above	146,415	150,000
Total noncurrent liabilities	11,389,627	11,061,627
Total liabilities	14,022,711	12,737,273
NET ASSETS		
Without donor restrictions	8,564,624	7,815,065
With donor restrictions	134,352	215,349
Total net assets	8,698,976	8,030,414
Total liabilities and net assets	$ 22,721,687	$ 20,767,687

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 24,553,574	$ -	$ 24,553,574	$ 14,451,497
Program service fees	2,991,407	-	2,991,407	2,708,902
Rental income	1,817,636	-	1,817,636	1,657,741
Support	610,247	58,928	669,175	601,638
Sponsorship	28,520	-	28,520	21,703
Interest income	1,099	-	1,099	1,402
Forgiveness of debt	90,609	-	90,609	518,501
Miscellaneous	156,954	-	156,954	239,096
In-kind contributions	89,366	-	89,366	65,414
Total revenues and other support	30,339,412	58,928	30,398,340	20,265,894
NET ASSETS RELEASED FROM RESTRICTIONS	139,925	(139,925)	-	-
Total revenues, other support, and net assets released from restrictions	30,479,337	(80,997)	30,398,340	20,265,894
EXPENSES				
Program services				
Home energy programs	7,051,760	-	7,051,760	5,559,497
Education and nutrition	2,826,493	-	2,826,493	2,629,099
Homeless programs	13,349,415	-	13,349,415	5,516,502
Housing services	3,070,446	-	3,070,446	2,913,953
Economic development services	658,791	-	658,791	621,784
Other programs	683,000	-	683,000	750,430
Total program services	27,639,905	-	27,639,905	17,991,265
Supporting activities				
Management and general	2,031,266	-	2,031,266	1,948,672
Total expenses	29,671,171	-	29,671,171	19,939,937
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	808,166	(80,997)	727,169	325,957
LOSS ON SALE OF PROPERTY	(14,836)	-	(14,836)	-
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(43,771)	-	(43,771)	(60,897)
CHANGE IN NET ASSETS	749,559	(80,997)	668,562	265,060
NET ASSETS, BEGINNING OF YEAR	7,815,065	215,349	8,030,414	4,911,109
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	-	-	-	2,854,245
NET ASSETS, END OF YEAR	$ 8,564,624	$ 134,352	$ 8,698,976	$ 8,030,414

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
Payroll	$ 551,449	$ 1,553,713	$ 601,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,132	127,557	49,849	51,549	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,637	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,676	32,887	48,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,056	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank charges	35	-	663	4,650	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	828,975	15,256	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,506	-	3,810	838,790	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,660	-	-	-	-	8,660	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,536	48,622	-	276	59,059	118,506	177,565
Meeting and conference	-	-	354	3,255	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,076	-	-	129,076	150	130,126
Equipment purchases	14,730	3,421	-	5,376	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,927	34,723
Professional fees	1,076	-	4,323	28,930	-	220	32,548	85,753	118,301
Staff development and training	1,866	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,670	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,794	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,565	79,216	13,061	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	450,408	588,317	19,742	25	1,589,461	164,162	1,753,623
Direct client assistance	5,338,825	212,648	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	683,000	27,639,905	2,031,266	29,671,171
Allocation of management and general expenses	518,236	207,720	981,053	225,648	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,996	$ 3,034,213	$ 14,330,468	$ 3,296,094	$ 707,206	$ 733,194	$ 29,671,171	$ -	$ 29,671,171

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and and General	2021 Total
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	65,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,883	-	1,242	82,239	9,548	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,707	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,336	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,862	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,649	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 668,562	$ 265,060
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	989,773	909,155
Loss on sale of property	14,836	-
Loss on investment in limited partnerships	43,771	60,897
Forgiveness of debt	(90,609)	(518,501)
Decrease (increase) in assets:		
Accounts receivable, net	38,041	(580,604)
Prepaid expenses	(181,362)	31,348
Due from related parties	7,572	3,929
Security deposits	(5,243)	(2,242)
(Decrease) increase in liabilities:		
Accounts payable	(32,551)	22,045
Accrued expenses	59,036	36,929
Accrued payroll and payroll taxes	109,783	15,609
Other current liabilities	10,118	(300)
Refundable advances	789,667	439,518
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,421,394	682,943
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	3,840	-
Purchase of property	(831,642)	(432,400)
NET CASH USED IN INVESTING ACTIVITIES	(827,802)	(432,400)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	-	85,000
Repayment of long term debt	(155,021)	(272,062)
Proceeds from Economic Injury Disaster Loan	-	150,000
NET CASH USED IN FINANCING ACTIVITIES	(155,021)	(37,062)
NET INCREASE IN CASH AND RESTRICTED CASH	1,438,571	213,481
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	3,194,682	2,210,050
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	-	771,151
CASH AND RESTRICTED CASH, END OF YEAR	$ 4,633,253	$ 3,194,682

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 176,903	$ 175,005
CASH AND RESTRICTED CASH:		
Cash and cash equivalents	$ 3,153,976	$ 1,722,941
Cash escrow and reserve funds	1,479,277	1,471,741
Total cash and restricted cash	$ 4,633,253	$ 3,194,682
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ 595,015	$ 787,599
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	$ -	$ 36,807
Land and buildings	-	3,382,003
Furniture and fixtures	-	624,491
Security deposits	-	33,781
Total transfer of assets from newly consolidated LPs	$ -	$ 4,077,082
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	$ -	$ 57,865
Accrued expenses	-	46,122
Long term debt	-	1,890,298
Total transfer of liabilities from newly consolidated LPs	$ -	$ 1,994,285
Total partners' capital from newly consolidated LPs	$ -	$ 2,853,948
Partners' capital previously recorded as investment in related parties	-	297
Total transfer of partners' capital from newly consolidated LPs	$ -	$ 2,854,245

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

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

As of May 31, 2022 and 2021, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2021 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

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

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2022. The allowance for uncollectible accounts was approximately $3,600 for the year ended May 31, 2021. The Organization has no policy for charging interest on overdue accounts.

Concentration of Credit Risk
The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Current Vulnerability Due to Certain Concentrations
The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2022 and 2021, approximately 80% and 71%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2022 and 2021 totaled $989,773 and $909,155, respectively.

Advertising

The Organization expenses advertising costs as incurred.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2022 and 2021 tax returns totaling $1,252,122 and $1,230,191, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $513 and $542 at May 31, 2022 and 2021, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $55,129 and $59,861 at May 31, 2022 and 2021, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2022 and 2021:

	2022	2021
Tax benefit from loss carryforwards	$274,630	$271,025
Valuation allowance	(274,630)	(271,025)
Deferred tax asset	$ -	$ -

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Support and Revenue Recognition

Contracts with Customers
Program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation.

Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

Private Grant Revenue and Contributions

Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions.

Grants and Support

Grant revenue is derived from various federal grant agreements and various state and private entity passthrough grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social, health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements.

Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The Indirect cost rate is 12% effective from June 1, 2021 through May 31, 2022.

NOTE 2 BANK LINE OF CREDIT

The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2022 and 2021, the interest rate was 4%. There was no outstanding balance at May 31, 2022 and 2021.

NOTE 3 LONG TERM DEBT

The long term debt consisted of the following at May 31:

	2022	2021
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHH, 96 Main Street).	$ 117,535	$ 127,000
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	25,589	27,589

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 17 Pearl).	242,708	242,708
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 41-43 Central).	376,066	376,066
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are $1,957 The note is secured by real estate of the Organization (People's United Bank, Milestones).	94,456	112,702
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,095,301	2,134,970
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2022 and 2021. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	362,931	376,617
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	50,000	75,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	30,000	45,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHH, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	296,217	311,808

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. The agreement was amended during the year ended May 31, 2022 to increase the total loan to $652,091. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (Keene Shelters).	629,280	127,215
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	1,581	7,815
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	76,974	84,395
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	77,100	77,100
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of $240,000 reduced to $204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	192,000	204,000
3.575% note payable to a finance company in monthly installments for principal and interest of $650 through September 2026. The note is secured by a vehicle (Leaf, Dodge Ram).	30,888	-

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
3.75% note payable to a finance company in monthly installments for principal and interest of $530 through November 2026. The note is secured by a vehicle (Leaf, Promaster Van).	25,960	-
4.373% note payable to a finance company in monthly installments for principal and interest of $534 through December 2026. The note is secured by a vehicle (Leaf, Promaster Van).	26,576	-
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	116,841	139,860

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	286,530	287,710
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	341,364	353,561
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	431,859	436,974
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	39,850	43,450
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHH).	77,452	79,609
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	409,579	434,765
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	915,000

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED MAY 31, 2022 AND 2021

	2022	2021
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	500,000
Total long-term debt before unamortized deferred financing costs	11,420,143	11,071,420
Unamortized deferred financing costs	(16,957)	(17,619)
	11,403,186	11,053,801
Less current portion due within one year	159,974	142,174
	$11,243,212	$10,911,627

The schedule of maturities of long term debt at May 31, 2022 is as follows:

Year Ending May 31	Amount
2023	$ 159,974
2024	164,282
2025	170,410
2026	176,786
2027	159,624
Thereafter	10,589,067
Total	$11,420,143

NOTE 4 **ECONOMIC INJURY DISASTER LOAN**

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for 30 months from the date of the note. Installments, including principal and interest, of $641 monthly begin in December 2022. The balance of principal and interest will be payable in December 2052. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2022 were as follows:

Year Ending May 31	Amount
2023	$ 3,585
2024	3,685
2025	3,788
2026	3,893
2027	4,001
Thereafter	131,048
	$ 150,000

NOTE 5 FORGIVENESS OF DEBT

During the years ended May 31, 2022 and 2021, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $90,609 and $79,431 for the years ended May 31, 2022 and 2021, respectively.

The Organization recognized forgiveness of debt of $439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 16**.

NOTE 6 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2027. Monthly lease payments range from $900 to $3,625. Lease expense for the years ended May 31, 2022 and 2021 totaled $156,230 and $148,143, respectively.

Future minimum payments as of May 31, 2022 on the above leases are as follows:

Year Ending May 31	Amount
2023	$ 52,915
2024	49,500
2025	49,481
2026	49,959
2027	41,576
Total	$ 243,431

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

NOTE 7 ACCRUED COMPENSATED BALANCES

At May 31, 2022 and 2021, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $143,703 and $144,916; respectively.

NOTE 8 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,760,000 and $11,929,000 at May 31, 2022 and 2021; respectively.

Partnership real estate with a cost basis of approximately $27,348,000 at May 31, 2022 and 2021 provides collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2022 and 2021.

NOTE 9 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2022 and 2021, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled $237,822 and $228,239, for the years ended May 31, 2022 and 2021, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $47,566 and $55,138 at May 31, 2022 and 2021, respectively.

NOTE 10 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2022	2021
Cityside Housing Associates, LP	$ (9,516)	$ (9,509)
Marlborough Homes, LP	(57)	(43)
Payson Village Senior Housing Associates, LP	(12,539)	(12,524)
Railroad Square Senior Housing Associates, LP	(2,436)	(2,247)
Woodcrest Drive Housing Associates, LP	137,205	180,727
Westmill Senior Housing, LP	34	49
Alstead Senior Housing Associates, LP	(18,461)	(18,452)
	$ 94,230	$ 138,001

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2022 and 2021.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2022 and 2021.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 14**), and therefore the limited partnerships are included in the consolidated financial statements for the years ended May 31, 2022 and 2021.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

Summarized financial information for entities accounted for under the equity method, as of May 31, 2022 and 2021, consists of the following:

	2022	2021
Total assets	$ 51,204	$ 56,169
Total liabilities	14,923	15,200
Capital/Member's equity	36,281	37,969
	$ 51,204	$ 53,169
Income	$ 3,306	$ 3,267
Expenses	4,713	4,719
Net loss	$ (1,407)	$ (1,452)

NOTE 11 RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $310,304 and $296,322 for the years ended May 31, 2022 and 2021, respectively.

NOTE 12 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

	2022	2021
NNECAC – Annual Conference Fund	$ -	$ 16,646
GAPS/Warm Fund	108,508	101,736
Transport	20,000	90,000
HS Parents Association	5,844	6,967
Total net assets with donor restrictions	$ 134,352	$ 215,349

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

NOTE 13 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,792 and $12,790 designated by the board at May 31, 2022 and 2021, respectively.

NOTE 14 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick was $1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner.

The following is a summary of the assets and liabilities of the partnerships at the date of acquisition:

	Keene Highland	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash	$ 156,907	$ 68,061
Security deposits	21,321	12,460
Cash reserves	391,456	154,727
Property, net	2,769,245	1,237,249
Other assets	25,946	10,861
Total assets	3,364,875	1,483,358
Notes payable	1,372,220	518,078
Other liabilities	85,048	18,939
Total liabilities	1,457,268	537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	$ 1,907,876	$ 946,369

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

NOTE 15 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2022 and 2021:

	2022	2021
Financial assets at year end:		
Cash and cash equivalents	$ 3,153,976	$ 1,722,941
Accounts receivable	1,745,952	1,783,993
Due from related party	47,566	55,138
Cash escrow and reserve funds	1,479,277	1,471,741
Total financial assets	6,426,771	5,033,813
Less amounts not available to be used within one year:		
Due from related party	(47,566)	(55,138)
Reserve funds	(1,479,277)	(1,471,741)
Total amounts not available within one year	(1,526,843)	(1,526,879)
Financial assets available to meet general expenditures over the next twelve months	$ 4,899,928	$ 3,506,934

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $2,350,000 and $1,559,000 at May 31, 2022 and 2021, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 16 PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $439,070 under the Paycheck Protection Program (PPP). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization did not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling $439,070 was recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2022 AND 2021

NOTE 17 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 18 OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

NOTE 19 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 9, 2023, the date the financial statements were available to be issued.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 6,681,796	$ 3,398,274	$ 12,926,412	$ 4,791	$ 714,196	$ 225,735	$ 23,951,204	$ 602,370	$ 24,553,674
Program service fees	1,163,537	-	93,555	781,840	-	940,475	2,985,407	6,000	2,991,407
Rental income	-	-	84,046	1,713,405	-	-	1,797,451	20,185	1,817,636
Support	68,298	14,491	254,636	-	191,342	120,408	649,175	20,000	669,175
Sponsorship	-	-	-	-	-	26,520	26,520	-	26,520
Interest income	7	2	153	302	56	54	574	525	1,099
Forgiveness of debt	-	-	67,590	23,019	-	-	90,609	-	90,609
Miscellaneous	10,270	1,033	9,973	88,670	33,051	-	141,797	15,157	156,954
In-kind contributions	-	89,366	-	-	-	-	89,366	-	89,366
Total revenues and other support	$ 7,923,908	$ 3,503,166	$ 13,436,365	$ 2,610,227	$ 939,249	$ 1,321,192	$ 29,734,103	$ 664,237	$ 30,398,340
EXPENSES									
Payroll	$ 551,449	$ 1,553,713	$ 601,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,192	127,557	49,849	51,049	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,637	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,676	32,887	49,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,066	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank charges	35	-	653	4,850	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	828,975	15,258	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,506	-	3,810	838,700	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,660	-	-	-	-	8,660	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,536	48,822	-	278	59,059	118,506	177,565
Meeting and conference	-	-	354	3,256	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,976	-	-	129,976	150	130,126
Equipment purchases	14,790	3,421	-	5,376	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,027	34,723
Professional fees	1,075	-	4,323	26,930	-	220	32,548	85,753	118,301
Staff development and training	1,866	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,070	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,784	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,565	79,216	13,061	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	456,408	686,317	19,742	25	1,589,481	164,162	1,753,623
Direct client assistance	5,338,825	212,648	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	883,000	27,839,905	2,031,266	29,871,171
Allocation of management and general expenses	518,236	207,720	981,053	225,648	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,990	$ 3,034,213	$ 14,330,468	$ 3,290,094	$ 707,206	$ 733,194	$ 29,871,171	$ -	$ 29,871,171

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 4,633,049	$ 3,125,051	$ 5,267,961	$ 4,060	$ 795,997	$ -	$ 13,826,118	$ 625,379	$ 14,451,497
Program service fee	1,028,348	-	56,851	846,971	-	776,732	2,708,902	-	2,708,902
Rental income	-	-	90,984	1,566,630	-	127	1,657,741	-	1,657,741
Support	55,162	9,969	242,175	-	180,072	114,194	601,572	66	601,638
Sponsorship	-	-	-	-	-	21,703	21,703	-	21,703
Interest income	13	11	198	388	22	35	687	735	1,402
Forgiveness of debt	-	-	56,411	23,020	-	-	79,431	439,070	518,501
Miscellaneous	1,947	3,905	4,613	119,379	25	39,362	169,234	69,862	239,096
In-kind contributions	-	65,414	-	-	-	-	65,414	-	65,414
Total revenues and other support	$ 5,718,519	$ 3,204,353	$ 5,719,193	$ 2,560,448	$ 976,116	$ 952,153	$ 19,130,782	$ 1,135,112	$ 20,265,894
EXPENSES									
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,874	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	361,986	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,804	85,778	24,671	51,308	20,760	14,238	229,357	68,965	298,322
Advertising	-	3,100	388	1,295	1,638	-	6,419	133	6,552
Bank Charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	10,171	-	58,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,987	603,038	-	7,620	755,083	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,034	2,568	749	112,506	49,579	162,185
Postage	300	366	126	37	348	-	1,179	31,999	33,178
Professional	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Independent Auditors' Report

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2022

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734		$ 250,358
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown	$ 114,790	
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown	89,483	204,273
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	2,400	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	106,339	108,739
Total U.S. Department of Agriculture					$ 563,370
U.S. Department of Housing and Urban Development					
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Keene	SCS/Shelter Improvements		$ 618,918
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	05-95-95-958310-717600000-102-50731	$ 12,255	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	05-95-42-423010-79270000	283,853	296,108
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Housing Supports	05-95-95-958310-717600000-102-50731	133,970	
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Housing Supports	05-95-42-423010-79270000	27,970	161,940
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Housing Supports	NH0057L1T001910		226,294
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	NH0092L1T001904	83,228	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	NH0096L1T001904	126,004	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	NH0074L1T001907	83,857	293,089
Total U.S. Department of Housing and Urban Development					$ 1,590,349
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 548,491
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		56,465
Federal Transit Cluster					
Bus and Bus Facilities Formula & Discretionary Programs (Bus Program)	20.526	State of NH, Department of Transportation	04-96-96-964010-2916		3,028
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 607,984

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2022

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH, DHHS, Bureau of Housing Supports	05-95-42-423010-19410000		$ 60,659
Emergency Rental Assistance Program	21.023	New Hampshire Housing	Unknown		11,410,655
Total U.S. Department of Treasury					$ 11,471,314
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 869,132
Total U.S. Department of Energy					$ 869,132
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 5,730	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	70,240	$ 75,970
Grants to States to Support Oral Health Workforce Activities	93.236	State of NH, DHHS, NH Medicaid	1008368		2,403
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	State of NH, DHHS, Division of Public Health Services	01009057710000500731		16,071
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	02-52-52-520010-18870000-074-500587	1,426,061	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	297,968	
			02-52-52-520010-18870000-074-500587	138,431	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, DHHS, Administration for Children & Families, Office of Community Services	Grant #2001NHE5C3	307,274	
ARPA Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	02-052-052-520010-24490000-074-500587	33,817	
ARPA Low Income Home Energy Assistance	93.568	State of NH, Office of Energy & Planning	02-052-052-520010-24490000	4,150,168	6,353,519
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	357,612	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	222,106	579,718
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	Unknown		22,652

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2022

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,270,884	
COVID-19 Head Start	93.600	Direct Funding	01HE000388	68,776	$ 2,339,660
Total U.S. Department of Health & Human Services					$ 9,390,053
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 9,293
Total U.S. Department of Homeland Security					$ 9,293
TOTAL					$ 24,507,495

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2022

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2022.

Leone, McDonnell & Roberts
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
*STRATHAM

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

To the Board of Directors of
Southwestern Community Services, Inc.

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 consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 9, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'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 combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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 the 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 and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2022-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of 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 consolidated 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*.

Southwestern Community Services, Inc.'s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Southwestern Community Services, Inc.'s response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
February 9, 2023

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Southwestern Community Services, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2022. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southwestern Community Services, Inc. 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 May 31, 2022.

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; 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 Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Southwestern Community Services, Inc. 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'s federal programs.

Auditors' 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 Southwestern Community Services, Inc.'s compliance based on our audit. 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, *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 Southwestern Community Services, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 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 Auditors' 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.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
February 9, 2023

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2022

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

2. One significant deficiency disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

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

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, ALN 93.568; U.S. Department of Treasury; Emergency Rental Assistance Program, ALN 21.023; and U.S. Department of Transportation; Formula Grants for Rural Areas, ALN 20.509.

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

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

SIGNIFICANT DEFICIENCY

2022-001 – Lack of accurate and timely reconciliations

Criteria: Internal controls ensuring timely and accurate reconciliations.

Condition: There was a delay in accurate account reconciliations at May 31, 2022.

Cause: The Organization's internal control policies and procedures were not followed as designed.

Effect: Significant and material journal entries were provided by the client to ensure accurate financial statements.

Context: Reconciliations were not prepared timely, which resulted in late client entries many of which were a result of audit testing and inquiries made by auditor.

Recommendation: Internal control policies and procedures should be followed throughout the year to ensure accurate and timely reconciliations.

Views of Responsible Officials: The Organization acknowledges that internal control policies relative to certain reconciliations were not followed as established. The Organization's Leadership and the Fiscal Department Leadership is aware that is this not acceptable and the expectation is that all fiscal controls and policies are to be followed in a timely and accurate manner.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2022

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2021.

Southwestern Community Services, Inc.
Board of Directors - 2025 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies *(retired)*	**David Edkins, Vice-*Chair*** Town of Walpole
	Dominic Perkins, *Treasurer/Secretary* Senior VP, Retail Administration Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.
(Job descriptions not required for vacant positions.)

NH Department of Transportation
FTA Section 5310

Contractor Name: **Southwestern Community Services, Inc.**

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Beth Daniels	Chief Executive Officer	0.00%	$0.00
Meg Freeman	Chief Financial Officer	0.00%	$0.00
James Berquist	Transportation Director	0.00%	$0.00
Candy Reed	Regional Mobility Manager	100.00%	$43,787.33
		0.00%	$0.00
		0.00%	$0.00

Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Operating Officer 03/2016-Present

- Responsible for all day-to-day program operations of the agency
- Supervise Program Directors, including WIC, Energy, and Housing Stabilization
- Ensure that all state and federal regulations are followed while those in need receive a smooth delivery of service

Director of Energy and Employment Programs 10/2008 – 12/2016

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

Workforce Development Director 11/2006 – 10/2008

- Supervise, direct, coach, and encourage staff of six within four programs
- Collaborate with agency staff, community members and state contract holders to achieve common goals, including agency name recognition and program success
- Perform all SCS Program Director tasks including PPRs and budget management

Families @ Work Employment Specialist 03/2006 - 11/2006

- Managed a caseload of fifty (50) clients throughout the Keene, Claremont, Concord, and Nashua areas
- Worked closely with staff from Southwestern Community Services, Inc. and Southern New Hampshire Services
- Gained a strong working knowledge of all SCS programs for referral purposes

Second Start, Concord, NH

Career Development Specialist 11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

Nina's Family Daycare, Swanzey, NH 10/2003 – 11/2004

Daycare Provider

- Responsible for meal planning, payment records, supplies, and activities
- Acquired CPR & First Aid certification

Southwestern Community Services, Inc., Keene, NH

Case Manager, Homeless Services 09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

Case Manager, Welfare-to-Work 05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS

Education and Training

Results Oriented Management & Accountability (ROMA) 2016-2017

rant Writing Workshop 05/2012
Cheshire County

Nonviolent Crisis Intervention 2012
Crisis Prevention Institute, Inc.

Leadership Training 2010-2011
Tad Dwyer Consulting

Criticism & Discipline Skills for Managers 11/2007
CareerTrack

How to Supervise People 11/2007
CareerTrack

Career Development Facilitator Training 09/2005
National Career Development Association
120-hour NCDA training

Certified Workforce Development Specialist 06/2005
National Association of Workforce Development Professionals

ıfection Control & Bloodborne Pathogens 01/2003
Home Health Care

Bachelor of Arts in Human Services 05/2002
Franklin Pierce College
Graduated cum laude

References Available

Margaret Freeman
Keene, NH 03431

Experience

2000 – Present
Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer (2014 – present)
Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of $38 million; federal, state and local funding sources. Primary responsibility is to establish and maintain effective internal controls relative to Uniform Guidance. Including overseeing fiscal policies & procedures, reviewing program budgets and forecasts, reporting to Policy Council and the Board of Directors, preparation of the annual audit and various monitorings. Member of Senior Staff. Supervision of Agency Fiscal Director and Housing Fiscal Director.

Agency/Housing Fiscal Director (2000-2014)
Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000
Emile J. Legere Management Corp
Keene, NH

Accountant
Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces (Colony Mill Marketplace).

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH
M.B.A., 1999

Keene State College, Keene, NH
B.S., Management, 1991; concentration Mathematics and Computer Science

AFS Year Program Exchange
1986 New Zealand

James Berquist

Work Experience

Truck Driver
Suburban Propane - Lebanon, NH
July 2022 to Present

Deliver home heating products to customers

Truck Driver
Dead River Company - Woodstock, VT
December 2020 to July 2022

Deliver home heating products to customers in a safe and efficient manner.

Delivery Driver
Irving Energy - Claremont, NH
July 2019 to November 2020

Deliver heating fuel products to customers, Customer Service, Safety,
Maintaining a safe truck, Worked on the boom truck, other tasks as assigned training of new employees

Truck Driver
Suburban Propane - Lebanon, NH
April 2018 to July 2019

Team Leader
Ruger - Newport, NH
October 2012 to October 2016

Managed department, Quality Control, Ensure that daily goals were met, payroll including work day schedule, Trained, disciplined associates Served on the Safety Committee

Front End Manager
Demoulas Market Basket - Claremont, NH
January 1995 to October 2012

Customer Service, Payroll,Hiring, Training of Employees, budget control, Cash Control, ensure Safety of all employees, Scheduling, Ensuring all company policies were being followed discipline of employees up to including termination of employment

Education

High school or equivalent in Natural Resources

Fall Mountain Regional High School - Langdon, NH
August 1993 to June 1997

Skills

- CDL (5 years)
- Cdl Driver (5 years)
- Cdl-A
- Hazmat (5 years)
- Tanker Experience (5 years)
- Delivery Driver Experience (5 years)
- Commercial Driving (5 years)
- Tractor-Trailer
- Load & Unload (5 years)
- Driving (10+ years)
- Tanker (5 years)
- Basic math (10+ years)

Certifications and Licenses

CDL Class A

March 2018 to December 2022

Hazmat endorsement

March 2018 to December 2022

I have been delivery home heating products since March of 2018. I have a work history of Exceptional Customer Service Skills, Management skills, ctep certified, Vermont Propane Card, DOT med card

CDL Class B

DOT Medical Card

August 2022 to August 2024

Have a valid medical card

driver's license

Tanker endorsement

CANDY REED

PROFESSIONAL SUMMARY

To seek and maintain full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills. Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

ACCOMPLISHMENTS

- Supervised team of 5 staff members.
- Documented and resolved conflicts which led to happy customers and employees
- Banking-started as a teller worked to a customer service representative and promoted to assistant manager at several different locations.
- SCS/SCT-started as a dispatcher and was promoted to Mobility Manager within 12 Months

SKILLS

- Scheduling and Coordinating
- Employee Coaching and Motivation
- New Employee Orientation
- Negotiation and Conflict Resolution
- Dispatching Bus Drivers with Routes and add ons

WORK HISTORY

Mobility Manager/Transportation Dispatcher, 07/2021 to Current
Southwestern Community Services – Claremont, NH

- Maintained positive customer relations by addressing problems
- Maintained professional demeanor by staying calm when addressing unhappy or angry customers.
- Communicated best practices among on-site and external personnel.
- Performed customer needs assessments and coordinated resolutions.

Assistant Branch Manager, 11/2003 to 03/2021
Bar Harbor Bank & Trust – Claremont, NH

- Trained and developed new team members in alignment with branch service standards and objectives.
- Supervised team of 5 branch employees and made recommendations regarding performance evaluations.
- Demonstrated knowledge of branch financial products, loans and lines of credit.
- Responded to customer concerns, working with manager to significantly raise customer satisfaction ratings.

- Supervised and evaluated staff, enabling them to improve skills, achieve daily objectives and attain advancement.
- Conducted weekly staff meetings to motivate staff members, address concerns and questions, plan improvements, and evaluate progress toward goals.
- Built rapport with account holders by reaching out with product recommendations and account updates.
- Facilitated customer satisfaction by executing personal communication and frequent follow-ups.
- Developed and managed employee schedules, balancing individual requests and requirements with business needs.
- Attained high level of product knowledge, becoming go-to person.
- Identified and capitalized on community business opportunities with effective networking.

EDUCATION

High School Diploma: 06/1981
Stevens High School - Claremont, NH