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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
May 9, 2022

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$1,990,500.00 to Advance Transit, Inc., Wilder, Vermont (Vendor 166573) to procure two (2) replacement ADA-accessible 35' electric transit buses and maintenance equipment effective upon Governor and Council approval through June 30, 2024. 92.84% Federal Funds, 7.16% Capital General Funds.

Funding for this agreement is available in the Fiscal year 2022 budget:

FY 2022

04-96-96-964010-2916	\$1,848,000.00
Public Transportation	
072-500575 Grants to Non-Profits-Federal	
04-096-096-960030-1673	\$142,500.00
17-228:1-XXII: A, Aero, Rail, Transit	
034-500160 Major Equipment	

EXPLANATION

The NHDOT has approved a request for Federal Transit Administration (FTA) Section 5339 Bus & Bus Facility Program funding from Advance Transit, Inc. The funding is to replace two (2) ADA-accessible public transit buses to be used in the provision of public transit services, as well as, vehicle maintenance equipment, including level three electric battery chargers and vinyl seat inserts. NHDOT has also approved replacement propane boilers that will allow Advance Transit to maintain and provide for the upkeep of its transit facility.

Advance Transit, Inc. is a private, non-profit organization that provides rural public transportation in the Upper Valley region of New Hampshire and Vermont. Approximately three-fourths of Advance Transit's ridership and services are in New Hampshire and one-fourth are provided in Vermont. Vermont and New Hampshire entered into a Memorandum of Understanding (MOU) with Advance Transit on September 30, 1993, to share the cost of transit services, and that MOU remains in effect.

The NHDOT released a public notice on October 8, 2021, announcing the availability of funding from

the FTA Section 5339 Bus and Bus Facilities program. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Five transit agencies applied by the November 8, 2021, deadline, and all five transit agencies were awarded funds for eligible projects. The five transit agencies are Advance Transit, Inc., Southwestern Community Services, Manchester Transit Authority, Cooperative Alliance for Seacoast Transportation, and the University of New Hampshire Wildcat Transit.

Section 5339 funds awarded to Advance Transit, Inc. will be used for the procurement of the following capital purchases: Two (2) ADA accessible 35' electric battery transit buses The vehicles are replacing public transit vehicles meeting their minimum useful life at the time of delivery. The replacement vehicles allow Advance Transit to continue to operate at optimal efficiency, thus providing the quality service that their riders have come to expect.

Miscellaneous maintenance to include: Two (2) electric battery level three chargers that will enable Advance Transit to charge the above capital vehicles. An upgrade to vinyl passenger seat inserts for 17 buses that will improve safety and hygiene across Advance Transits fleet. Two (2) propane boilers that will replace equipment that has outlived its useful life for Advance Transit's maintenance facility. All of these maintenance items are eligible FTA capital expenses and will allow Advance Transit to continue to provide safe and efficient transit services in New Hampshire.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5339 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Every application aside from Advance Transit's request for non-revenue vehicles met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

1	The applicant has the fiscal and technical capacity and adequate budget to operate service and conduct ongoing maintenance associated with this capital request.	20%
2	The applicant complies with relevant Federal and state regulations and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	20%
3	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	20%
4	The applicant conveys how this addresses a critical public transportation need. Applicants need to adequately illustrate how the project will benefit the agency's transportation program/services, including how it is necessary for continued and/or improved operations. (As replacement vehicles/equipment are prioritized, detailed information is especially important for expansion projects. Vehicle replacements are presumed to address needs.)	25%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government, e.g., letters of support, willing to provide local match above minimum required, etc. (Vehicle replacements are presumed to have such support.)	15%
Total Scoring		100%

Transit System	Score	Status	Contracting Action
Advance Transit			
(2) 35' ADA Electric battery transit buses - replacements	81.2%	Awarded	G&C contract
Advance Transit			
(17) Passenger vinyl seat cushions	79.2%	Awarded	G&C contract
Advance Transit			
(2) Facility propane boilers	83.0%	Awarded	G&C contract
Advance Transit			
(2) Non-revenue electric service cars – expansion	63.8%	Not Awarded*	N/A
Advance Transit			
(2) Level 3 electric battery chargers	80.3%	Awarded	G&C contract
Cooperative Alliance for Seacoast Transportation			
(4) < 30' 14 x 2 ADA transit buses - replacements	88.3%	Awarded	Transfer funds
Cooperative Alliance for Seacoast Transportation			
(1) Operations support vehicle - replacement	84.3%	Awarded	Transfer funds
Cooperative Alliance for Seacoast Transportation			
(1) Building/facility/real property phase I	86%	Awarded	Transfer funds
Manchester Transit Authority			
(1) ADA Small cutaway transit bus - replacement	83.5%	Awarded	Transfer funds
Southwestern Community Services			
(1) ADA Small Cutaway transit bus - replacement	83.8%	Awarded	G&C contract
Southwestern Community Services			
(2) Park and Ride bus shelters - expansion	79.2%	Awarded	G&C contract
Southwestern Community Services			
(1) Transit Facility renovation	76.5%	Awarded	G&C contract
University of New Hampshire – Wildcat Transit			
(3) 35' ADA Electric battery buses - replacements	82.7%	Awarded	Transfer funds
University of New Hampshire – Wildcat Transit			
(1) Fleet electrification planning	81%	Awarded	Transfer funds
University of New Hampshire – Wildcat Transit			
(1) CNG fueling facility	81.5%	Awarded	Transfer funds

The total project cost is \$2,175,000.00, which includes \$1,848,000.00 (84.97%) FTA Section 5339 funds, \$142,500.00 (6.6%) State Capital and \$184,500.00 (8.5%) Agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of \$1,990,500.00.

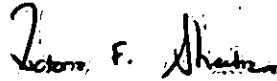
Advance Transit, Inc. will procure the equipment following Federal procurement guidelines, and the Department will hold title to the buses until their disposition. Advance Transit will identify as the owner on the vehicle title, and NHDOT will identify as the lien holder. Advance Transit, Inc. will pay the vendor(s) for the vehicles and will submit an invoice for Federal and State reimbursement to the Department.

In the event that Federal Funds are unavailable, additional General Funds will not be requested to support this program.

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

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner


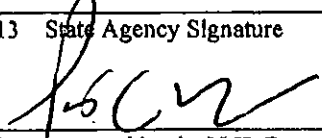
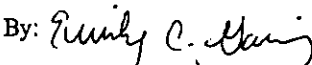
Attachments

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.3 Contractor Name Advance Transit, Inc.		1.4 Contractor Address 120 Billings Farm Road, PO BOX 1027, Wilder, VT 05088-1027	
1.5 Contractor Phone Number 802-295-1824 x 201	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,990,500.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 5/5/22		1.12 Name and Title of Contractor Signatory Matt Osborn, President	
1.13 State Agency Signature  Date: 5/10/22		1.14 Name and Title of State Agency Signatory Patrick C. Henning Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/31/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**ADVANCE TRANSIT, INC.
EXHIBITS TO CONTRACT**

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

ADVANCE TRANSIT, INC.
EXHIBIT A
SPECIAL PROVISIONS

- A.1.** Amend P-37 Section 2. "EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED" by adding the following:
- 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- A.2.** Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:
- 5.5 As applicable based on Federal participation ratios, the amount paid by the State to the Contractor shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Operating, administrative and capital costs are identified in Exhibit C. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
- 5.6 In the event that revenues exceed the total allowable costs, said revenues in excess of total allowable costs shall be placed in an interest-bearing account within 30 days of the Completion Date and made available to the State upon demand.
- 5.7 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200. No requests for advance payment will be accepted by the State.
- 5.8 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.
- 5.9 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement.
- 5.10 Final Payment. Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment (i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.
- A.3.** Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:

- 6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex or national origin.
 - 6.6 The provisions of 2 CFR 200 shall apply to local administration of this agreement and any subcontracts under this agreement.
- A.4. Amend P-37 Section 9. "TERMINATION" by adding the following:
- 9.3 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.
 - 9.4 Termination; Liability. In the event of termination under Section 4 or 10.4 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including refund of any federal funds required by FTA.
 - 9.5 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.
 - 9.6 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.
- A.5. Amend P-37 Section 10. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:
- 10.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
 - a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
 - b) As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.

- 10.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor or subcontractor its license in the copyright to the data derived under this Agreement or a copy of the data first produced under this Agreement.
- 10.6 The Contractor shall indemnify, save and hold harmless the State and United States, their officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- 10.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.
- 10.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 10.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.
- A.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:
- 12.3 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.
- A.7. Amend P-37 Section 14. "INSURANCE" by adding the following:
- 14.1.1.a. The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$3,000,000 General Aggregate for the Contractor in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.
- A.8. Amend P-37 by adding "DEFINITIONS" as Section 25:

25. DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit B and which satisfy the requirements of 2 CFR 200.

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

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

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

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

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

A.9. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

26. ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS

- a. **Ledgers.** Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.
- b. **Accounts Receivable.** Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.
- c. **Payables.** Contractor and/or subcontractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager or

designee. Immediately upon payment, Contractor and/or subcontractor shall make entries to the appropriate ledger sheets documenting payment. (Each subcontractor shall identify a Contract Manager).

- d. **Voucher and Receipt Register.** Contractor and/or subcontractor shall establish and maintain two registers that will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
- e. **Check Register.** Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry and is posted to the ledger immediately.
- f. **Time Sheet, Taxes, and Benefits.** Contractor and/or subcontractor 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 contractor shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.
- g. **Reimbursements.** On a monthly basis, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.
- h. **Maintenance of Records.** The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
- i. **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.

- j. **Independent Audit.** The Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
 - a. In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
 - k. The Contractor shall submit quarterly performance, drug and alcohol, and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting.
- A.10. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:
- 27. PROJECT EQUIPMENT AND REAL PROPERTY.** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:
- a. All procurements shall be made in accordance with 2 CFR 200 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Parts 661 and 663.
 - b. All vehicles shall be purchased by the State, unless the Contractor has received prior approval from the State to procure vehicles.
 - c. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Contractor subject to the prior approval of the State.
 - d. Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
 - e. In the event that this agreement is terminated, all project equipment and property become the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1G, and the State Management Plan.
- A.11. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:

28. **EQUIPMENT CERTIFICATION.** The Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by each year, generally by June 30th.

A.12. Amend P-37 by adding "EQUIPMENT MAINTENANCE" as section 29:

29. **EQUIPMENT MAINTENANCE.** Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit D. Contractor shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The contractor 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 Board of Directors. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

A.13. Amend P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:

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

A.14. Amend P-37 by adding "VEHICLE STORAGE" as section 31:

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

A.15. Amend P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:

32. **TRAINING AND DRIVER REVIEW.** The State may require participation in training courses determined to be essential to FTA program management in this contract period and may require participation in such training programs as it deems necessary by drivers and other employees involved in the transportation of the public. Training may include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to

review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

A.16. Amend P-37 by adding "SAFETY REQUIREMENTS" as section 33:

- 33. SAFETY REQUIREMENTS.** All project equipment shall be inspected and certified by the Department of Safety and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.
- a. The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any accident in compliance with State law.
 - b. The Contractor shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.
 - c. The Contractor 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 P-37 by adding "SERVICE LIMITATIONS" as section 34:

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

A.18. Amend P-37 by adding "CONTRACTOR REPRESENTATIONS" as section 35:

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

A.19. Amend P-37 by adding "LABOR PROVISIONS" as section 36:

36. **LABOR PROVISIONS.** The Contractor agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 533(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 P-37 by adding "PATENT RIGHTS" as section 37:

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

A.21. Amend P-37 by adding "BROKERAGE REPRESENTATION" as section 38:

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

A.22. Amend P-37 by adding "FTA FLOW DOWN REQUIREMENT" as section 39

39. **FTA FLOW DOWN REQUIREMENT.** The Contractor shall give the State Contractor Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under this agreement as set forth in Section 39(b) Flow Down Requirement of the Federal Transit Administration's Master Agreement. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

A.23. Amend P-37 by adding "DEFENSE AUTHORIZATION AND TECHNOLOGY ACT" as section 40

40. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** The Contractor is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, service or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, §889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or and subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- d. In implementing the prohibition under Public Law 115232, §889, subsection (f), paragraph (1), heads of executive agencies administering loan grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- e. See Public Law 115232, §889 for additional information.
- f. See also §200.471.

Rev 04/29/2022

ADVANCE TRANSIT, INC.
EXHIBIT B
SCOPE OF SERVICES

B.1. CAPITAL PURCHASES

1. The Contractor, Advance Transit, Inc. (hereinafter the "Contractor"), will procure the following capital items for use in accordance with requirements associated with its FTA Section 5339 Bus and Bus Facilities program funding within the State:
 - a. Two (2) ADA-accessible 35' electric battery replacement buses. The transit vehicles are an eligible capital expense under Federal Transit Administration (FTA) guidelines and will replace two existing transit vehicles that have exceeded their minimum useful life.
 - i. The contract will provide funding through NHDOT, from the FTA Section 5339 Bus and Bus Facilities Program, for 85% of the cost to purchase the two 35' electric battery transit vehicles, not to exceed \$1,615,000.00 Federal funding. State capital funds will pay non-federal match of (7.5%), not to exceed \$142,500.00. The Contractor will pay remaining non-federal match of (7.5%), estimated at \$142,500.00, for a total project cost of \$1,900,000.00.
 - b. Two level 3 electric battery chargers. The chargers are an eligible capital expense under FTA guidelines and will enable Advance Transit to charge the electric buses requested in item 1.
 - i. The contract will provide funding through NHDOT, from the FTA Section 5339 Bus and Bus Facilities Program, for 90% of the cost to purchase the two (2) level 3 electric battery chargers, not to exceed \$117,000.00 Federal funding. The Contractor will pay remaining non-federal match of (10%), estimated at \$13,000.00, for a total project cost of \$130,000.00. No State funds will be requested.
 - c. 17 vinyl passenger seat inserts. The seat inserts are an eligible capital expense under FTA guidelines and will allow Advance Transit to upgrade current fabric seats to vinyl improving safety and hygiene on the 17 buses slated to receive this upgrade.
 - i. The contract will provide funding through NHDOT, from the FTA Section 5339 Bus and Bus Facilities Program, for 80% of the cost to purchase 17 vinyl passenger seat inserts, not to exceed \$68,000.00 Federal funding. The Contractor will pay non-federal match of (20%), estimated at \$17,000.00, for a total project cost of \$85,000.00. No State funds will be requested.
 - d. Two propane boilers. The propane boilers are an eligible capital expense under FTA guidelines and will allow Advance Transit to replace the current boilers that failed the annual HVAC inspection.

- i. The contract will provide funding through NHDOT, from the FTA Section 5339 Bus and Bus Facilities Program, for 80% of the cost to purchase 17 vinyl passenger seat inserts, not to exceed \$48,000.00 Federal funding. The Contractor will pay non-federal match of (20%), estimated at \$12,000.00, for a total project cost of \$60,000.00. No State funds will be requested.
2. The Contractor will purchase the capital equipment in compliance with all applicable Federal regulations and guidance including FTA Circular 4220.1F, "Third Party Contracting Guidance," or most recent.
3. The Contractor may submit a written request to the NHDOT Commissioner's designated representative to modify the type and/or quantity of capital vehicles detailed in the scope and budget, provided that said changes are within the contract budget amount. Said written request must contain sufficient details to support and substantiate the requested change(s). Within 30 days of receipt of the Contractor's written request, NHDOT will provide a written decision to the Contractor as to whether or not approval is granted.
4. The following terms and conditions apply to State Capital Match funds:
 - a. State capital matching funds shall be used to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) capital funds for public transportation services provided by the Contractor and as further detailed on the Contractor's website.

B.2. VEHICLE USE AGREEMENT

Section 1

- 1.1 The Contractor shall purchase the equipment identified in Exhibit B.1., attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit D following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit C, with actual cost to be determined following award of bids for the project equipment.
- 1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.
- 1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is

understood and agreed that legal title to such equipment shall be immediately transferred to the State or, at the Department's sole discretion, to the Department's written designee.

Section 2

- 2.1 The Contractor shall provide transportation services (hereinafter referred to as the "project") as more specifically described in its Application to the Department and in compliance with FTA Section 5311 Program Guidelines, FTA Circular C9040.1G and subsequent revisions.
- 2.2 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the FTA Circular 5010.1E, or most recent, and the State Management Plan, which are hereby incorporated by reference. If during the term of this Contract any project equipment is not used in the manner herein described, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.
 - 2.2.1 The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.
- 2.3 During the full period of this Contract the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.
- 2.4 The Contractor shall implement and carry out a driver training program that meets or exceeds the Department's standards, as determined by the Department's Rural Transit Assistance Program (RTAP) committee. At time of execution, the minimum trainings include defensive driving, passenger assistance, and emergency evacuation procedures.

Section 3

- 3.1 The term of this Contract shall commence upon G&C approval and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

- 4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5339 Capital grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.
- 4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

- 4.3 The Department will conduct periodic reviews to ensure compliance with such obligations. Notable federal requirements include, but are not limited to, developing and/or implementing a Board-approved Title VI (Civil Rights) plan and ensuring all services are compliant with Americans with Disabilities Act (ADA) guidelines.

Section 5

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

Section 6

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

Section 7

- 7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:
- a. The Contractor takes any action pertaining to this Agreement without the approval of the Department, and which under the procedures of this Agreement, would have required the approval of the Department;
 - b. The commencement, prosecution, or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible, or illegal;
 - c. The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

- 8.1 The Contractor hereby covenants and agrees to defend, indemnify, and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts,

omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

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

Section 9

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

ADVANCE TRANSIT, INC.
EXHIBIT C
BUDGET

1. The Contract price, as defined in Section 1.8 of the General Provisions, is the FTA Section 5339 portion of the eligible project costs as well as State Capital match funds. Federal and State funds are granted as follows:

FTA Section 5339	SFY 2022
35' Electric battery buses x 2	\$1,615,000.00
Level 3 electric battery chargers x 2	\$117,000.00
Bus passenger seat inserts x 17	\$68,000.00
Facility propane boilers x 2	\$48,000.00
Total FTA Section 5339 Funds	\$1,848,000.00
State Capital Match Funds	\$142,500.00
Total Contracts Funds	\$1,990,500.00

- a. Funds are contingent upon Federal and State appropriations.
2. The Contractor shall submit appropriate procurement documentation to the State for review and approval prior to any capital procurement. Upon written approval, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines and FTA Circular 4220.1F or most recent.

ADVANCE TRANSIT, INC.
EXHIBIT D
VEHICLE LIST

Transit Vehicles: 23

NH-34-0002,3,17	2019 LOW FLOOR DIESEL	15GGE2714K3093514
NH-04-0002	2011 Gillig Hybrid LLC Bus	15GGB3016B1176561
NH-04-0002	2011 Gillig Hybrid LLC Bus	15GGB3014B1176560
NH-04-0002	2012 Gillig 35' Low Floor Hybrid Bus	15GGB3012C1180088
NH-04-0002	2014 Eldorado National Acrotech 240	1GB6G6BL7E1128919
NH-34-0001	2016 Gillig 35' Low Floor Hybrid Bus	15GGB2716G1187034
NH-34-0001	2016 Gillig 35' Low Floor Hybrid Bus	15GGB2718G1187035
NH-34-0001	2016 Gillig 35' Low Floor Hybrid Bus	15GGB271XG1187036
NH-34-X003	2017 Freightliner FXCC76	WDPPF4CC6H9724205
NH-34-006 002	2018 35 ft. Gillig Diesel Bus	15GGB2710J3188756
NH-34-X003	2018 35' Gillig Diesel Bus	15GGB2717J3188754
NH-34-003	2018 35' Gillig Diesel Bus	15GGB2719J3188755
NH-34-002 006	2018 35' Gillig Diesel Bus	15GGB2715J3188753
NH-34-0003	2018 Ford Eldorado Aero Elite Bus	1FDAF5GT8HEE36704
NH-34-0003	2018 Ford Eldorado Elite Bus 1FDAF5GT6HEE36703	1FDAF5GT6HEE36703
NH2017007/34002	2018 Ford Escape 4 cyl.	1FMCU9HD2JUC87893
NH030018 34-002	2018 Ford F350 Diesel Pickup	1FDRF3BT5JEB73897
NH-34-002 006	2018 Gillig 35' Diesel Bus	15GGB2713J3188752
NH-34-0002	2019 Gillig 29' LOW FLOOR	15GGE2710K3093512
NH-34-0002	2019 Gillig 29' LOW FLOOR	15GGE2712K3093513
34-0002,0003,17	2019 Gillig Low floor diesel	15GGE2716K3093515
NH-2018-008	2020 Gillig Bus Diesel G27E Low floor bus	15GGE271XL3093891
NH-2019-007	2020 Gillig, G27E Low Floor Heavy Duty Bus, 26 pas	15GGE2711L3093892

State of New Hampshire

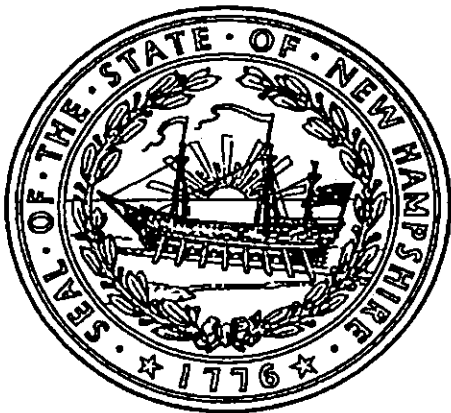
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADVANCE TRANSIT, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 12, 1984. 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: 52688

Certificate Number: 0005745442



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ADVANCE TRANSIT, INC.
ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of the meeting of the Board of Directors of Advance Transit, Inc. on April 25, 2019 which meeting was duly called at which a quorum was present:

On a motion duly made and seconded, it was voted to approve the following Omnibus Grant Resolution:

WHEREAS, this Corporation is reliant upon diverse sources of funding for its activities and for the fulfillment of its purpose of providing a transportation network for the towns of the Upper Valley of New Hampshire and Vermont, including without limitation funding provided by the Federal government, the State of New Hampshire and the State of Vermont;

WHEREAS, such funding is made available to the Corporation through various grants and awards, including without limitation annual grants of Federal Transit Administration Funding, all of which grants and awards are contingent upon the execution by the Corporation of certain contracts, acceptances, certifications, assurances, and affirmations by the Corporation and its officers, and the compliance by the Corporation with all laws, regulations, requirements and guidance applicable to such grants and awards, including without limitation all federal laws, regulations and requirements, and applicable federal guidance;

NOW, THEREFORE, BE IT

RESOLVED, that it is in the best interest of the Corporation to enter into all agreements, contracts, acceptances, and other agreements or documents required or requested by the federal government, and/or the states of New Hampshire and Vermont, and provide all certifications, certificates, acceptances, assurances, affirmations and/or other documents required or requested by any of the federal government, New Hampshire and/or Vermont, for the Corporation to be eligible for, and obtain, the funding required or useful for the support of its operations, and to comply with all laws, regulations, requirements and guidance applicable to such grants and awards, including without limitation all federal laws, regulations and requirements, and applicable federal guidance, and that furthermore the entry by the Corporation into all such agreements, contracts, acceptances and other agreements or documents, and the provision of all such certifications, certificates, acceptances, assurances, affirmations and other documents required or requested in connection, and the performance by the Corporation of all obligations set forth in any of the same, including compliance with applicable law, regulations, requirements and guidance, are hereby directed and approved by the Board of Directors;

FURTHER RESOLVED, that Matt Osborn, as the duly elected President of the Corporation, and any person who may hereafter succeed Mr. Osborn as the duly elected President of the Corporation, is hereby authorized and directed to execute and deliver, on behalf of the Corporation, any and all agreements, contracts, acceptances, documents, certifications, assurances, affirmations or other documents approved by the foregoing resolution, and to take whatever additional actions he may from time to time deem necessary, desirable or convenient to carry out the purposes of the foregoing resolution; and

FURTHER RESOLVED, that any actions taken by any officer of the Corporation prior to the date hereof in furtherance of the foregoing resolutions are hereby ratified, authorized and adopted on behalf of the Corporation.

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 to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution.

I further certify that Matt Osborn is the duly elected President of this corporation and still qualified and serving in such capacity.


Van J. Chesnut
Assistant Secretary

5/5/22
(Date)



ADVATRA-01

MKAVANAGH

DATE (MM/DD/YYYY)
6/29/2021

CERTIFICATE OF LIABILITY INSURANCE

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
Hickok & Boardman Insurance Group
346 Shelburne Rd
Burlington, VT 05401

CONTACT: Melissa Kavanagh
PHONE (A/C, No, Ext): (802) 383-1621 FAX (A/C, No): (802) 658-0541
E-MAIL: mkavanagh@hbinsurance.com
ADDRESS: mkavanagh@hbinsurance.com

INSURED
Advance Transit, Inc.
PO Box 1027
Wilder, VT 05088

INSURER(S) AFFORDING COVERAGE
INSURER A: Acadia Insurance Company 31325
INSURER B: Union Insurance Company 25844
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	CPA-5163286-17	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any auto accident) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CUA5474532-10	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA-5163288-17	7/1/2021	7/1/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured status applies for The New Hampshire Department of Transportation on the General Liability policy per terms and conditions of attached form CG 2010 04/13.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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: Advance Transit, Inc.

Advance Transit, Inc., 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: \$2,974,954.00

Catalog of Federal Domestic Assistance (CDFA) number: 20.526

FTA Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM

Federal Award Identification Number (FAIN): 1385-2022-1

Federal Award Date: TBD

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.C.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No

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

Subrecipient Information:

Subrecipient Name: Advance Transit, Inc.

Subrecipient SAM.GOV registration: 5J3P7

Name of authorizing subrecipient official: Matt Osborn

Title of authorizing subrecipient official: President

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient Federal indirect cost rate: N/A

(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

Subaward Period of performance:

Start Date: 7/1/22 End Date: 6/30/23

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

For FFY: 2022 Section: 5339 Amount: \$1,848,000.00

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

For FFY: 2022 Section: 5339 Amount: \$1,848,000.00

Pass-through requirements:

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

The subrecipient, Advance Transit, Inc., 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, Advance Transit, Inc., 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: 5/5/22

Name of authorizing subrecipient official: Matt Osborn

Title of authorizing subrecipient official: President

Signature of authorizing subrecipient official: Matt Osborn

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

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

Name of Applicant: Advance Transit, 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	_____

Certifications and Assurances

Fiscal Year 2022

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

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Advance Transit, 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

FFY 2022 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

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

I acknowledge receipt of the FFY 2022 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by referenc. The Master Agreement remains in force for the term of the agreement.

ADVANCE TRANSIT, INC.
Name of Agency

MAY 5, 2022
Date

VAN CHESNUT, EXECUTIVE
Name of Authorized Official DIRECTOR

[Signature]
Signature

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 1680, GPO Brooklyn, NY 11202

Date: MAY 13 1996

Advance Transit, Inc.
Billings Commerce Park
Post Office Box 635
Wilder, VT 05088-0635

Person to Contact:
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 22-2558708

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Advance Transit, Inc.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,



Patricia Holub
Manager, Customer
Service Unit

Name of Organization: Advance Transit, Inc.

Date of Exemption Letter: February 1985

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

ADVANCE TRANSIT, INC.

**Audited Financial Statements,
Supplemental Financial Information, and
Reports on Compliance and Internal Control**

June 30, 2021 and 2020

ADVANCE TRANSIT, INC.

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Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report

To the Board of Directors of
Advance Transit, Inc.
Wilder, Vermont

Report on the Financial Statements

We have audited the accompanying financial statements of Advance Transit, Inc. (A New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Advance Transit, Inc. as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters – Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2021, on our consideration of Advance Transit, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Graham & Veroff, P.C.

Graham & Veroff, P.C.

Springfield, Vermont

September 30, 2021

VT Reg. #92-0000282

NH Registration #659

ME Registration #FMF 10001129

PO Box 886, 368 River Street, Springfield, VT 05156 802-885-5340 Fax 802-885-4999

174 Court Street, Laconia, NH 03246 603-527-8721 Fax 603-527-8187

Website: www.grahamcpa.com

ADVANCE TRANSIT, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,451,227	\$ 2,125,172
Accounts receivable	494,183	800,753
Restricted municipal and contract pledges receivable	926,066	986,691
Prepaid expenses	261,016	315,739
Total current assets	<u>5,132,492</u>	<u>4,228,355</u>
 PROPERTY AND EQUIPMENT, net	 <u>10,956,634</u>	 <u>10,992,916</u>
TOTAL ASSETS	\$ <u>16,089,126</u>	\$ <u>15,221,271</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 159,212	\$ 68,596
Accrued payroll expenses	212,013	235,519
Deferred revenue	743	40,814
Total current liabilities	<u>371,968</u>	<u>344,929</u>
 LONG-TERM LIABILITIES		
Payroll protection program note payable	<u>673,300</u>	<u>673,300</u>
Total liabilities	<u>1,045,268</u>	<u>1,018,229</u>
 NET ASSETS		
Without donor restrictions		
Designated		
Capital reserve	459,190	91,320
Operating reserve	1,900,000	1,500,000
Strategic reserve	500,000	-
Undesignated	344,294	576,369
With donor restrictions	<u>11,840,374</u>	<u>12,035,353</u>
Total net assets	<u>15,043,858</u>	<u>14,203,042</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>16,089,126</u>	\$ <u>15,221,271</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year ending June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Federal government: section 5311, operating	\$ 4,347,595	\$ -	\$ 4,347,595
Federal and state government: section 5339/5311, capital	-	951,359	951,359
Federal government: CMAQ, operating	170,000	-	170,000
Federal government: RTAP	1,704	-	1,704
Contract	335,897	691,000	1,026,897
Municipal	128,850	235,066	363,916
State of Vermont	110,000	-	110,000
Other	49,704	-	49,704
Donations	175,787	-	175,787
Net assets released from restrictions	<u>2,189,583</u>	<u>(2,189,583)</u>	<u>-</u>
Total revenue and support	<u>7,509,120</u>	<u>(312,158)</u>	<u>7,196,962</u>
EXPENSES			
Program services			
Public and other transportation	<u>5,488,952</u>	<u>-</u>	<u>5,488,952</u>
Total program services	<u>5,488,952</u>	<u>-</u>	<u>5,488,952</u>
Support services			
General and administrative	779,213	-	779,213
Fundraising	<u>87,981</u>	<u>-</u>	<u>87,981</u>
Total support services	<u>867,194</u>	<u>-</u>	<u>867,194</u>
Total expenses	<u>6,356,146</u>	<u>-</u>	<u>6,356,146</u>
Change in net assets before transfers	1,152,974	(312,158)	840,816
Transfers of local share to restricted	(117,179)	117,179	-
Net assets, beginning of year	<u>2,167,689</u>	<u>12,035,353</u>	<u>14,203,042</u>
Net assets, end of year	<u>\$ 3,203,484</u>	<u>\$ 11,840,374</u>	<u>\$ 15,043,858</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the year ending June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Federal government: section 5311, operating	\$ 3,149,628	\$ -	\$ 3,149,628
Federal and state government: section 5339/5311 capital	-	962,370	962,370
Federal government: CMAQ, operating	126,924		126,924
Federal government: RTAP	3,083	-	3,083
Contract	739,868	608,540	1,348,408
Municipal	112,004	378,151	490,155
State of Vermont	110,000	-	110,000
State of New Hampshire	34,782	-	34,782
Other	16,759	-	16,759
Donations	148,770	44,764	193,534
Net assets released from restrictions	<u>2,103,238</u>	<u>(2,103,238)</u>	<u>-</u>
Total revenue and support	<u>6,545,056</u>	<u>(109,413)</u>	<u>6,435,643</u>
EXPENSES			
Program services			
Public and other transportation	<u>5,407,054</u>	<u>-</u>	<u>5,407,054</u>
Total program services	<u>5,407,054</u>	<u>-</u>	<u>5,407,054</u>
Support services			
General and administrative	637,877	-	637,877
Fundraising	<u>77,747</u>	<u>-</u>	<u>77,747</u>
Total support services	<u>715,624</u>	<u>-</u>	<u>715,624</u>
Total expenses	<u>6,122,678</u>	<u>-</u>	<u>6,122,678</u>
Change in net assets before transfers	422,378	(109,413)	312,965
Transfers of local share to restricted	(109,882)	109,882	-
Net assets, beginning of year	<u>1,855,193</u>	<u>12,034,884</u>	<u>13,890,077</u>
Net assets, end of year	<u>\$ 2,167,689</u>	<u>\$ 12,035,353</u>	<u>\$ 14,203,042</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the year ending June 30, 2021

	Program Services	Support Services			Total
	Public and Other Transportation	General and Administrative	Fundraising	Total Support Services	
Expenses:					
Salaries	\$ 2,566,112	\$ 394,914	\$ -	\$ 394,914	\$ 2,961,026
Payroll taxes	189,477	39,714	-	39,714	229,191
Benefits	711,195	104,335	-	104,335	815,530
Fuel	165,393	973	-	973	166,366
Repairs	215,572	2,569	-	2,569	218,141
RTAP grant	1,704	-	-	-	1,704
Consulting	-	87,320	49,945	137,265	137,265
Office	40,967	60,095	38,036	98,131	139,098
Insurance	307,080	9,274	-	9,274	316,354
Travel	1,840	151	-	151	1,991
Uniforms	19,669	-	-	-	19,669
COVID 19 supplies and equipment	75,271	2,105	-	2,105	77,376
Building	151,180	-	-	-	151,180
Parts inventory	27,032	-	-	-	27,032
Depreciation	1,016,460	77,763	-	77,763	1,094,223
Total expenses	<u>\$ 5,488,952</u>	<u>\$ 779,213</u>	<u>\$ 87,981</u>	<u>\$ 867,194</u>	<u>\$ 6,356,146</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the year ending June 30, 2020

	Program Services	Support Services			Total
	Public and Other Transportation	General and Administrative	Fundraising	Total Support Services	
Expenses:					
Salaries	\$ 2,349,087	\$ 301,923	\$ 50,483	\$ 352,406	\$ 2,701,493
Payroll taxes	184,555	30,691	-	30,691	215,246
Benefits	733,220	88,853	-	88,853	822,073
Fuel	233,911	939	-	939	234,850
Repairs	246,928	789	-	789	247,717
RTAP grant	4,041	-	-	-	4,041
Consulting	31,241	63,619	-	63,619	94,860
Office	105,614	71,851	27,264	99,115	204,729
Insurance	288,022	14,548	-	14,548	302,570
Travel	5,060	1,935	-	1,935	6,995
Uniforms	20,026	-	-	-	20,026
COVID 19 supplies and equipment	9,735	-	-	-	9,735
Building	129,727	-	-	-	129,727
Parts inventory	7,429	-	-	-	7,429
Depreciation	1,058,458	62,729	-	62,729	1,121,187
Total expenses	<u>\$ 5,407,054</u>	<u>\$ 637,877</u>	<u>\$ 77,747</u>	<u>\$ 715,624</u>	<u>\$ 6,122,678</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENTS OF CASH FLOWS
Year ending June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 840,816	\$ 312,965
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,094,224	1,121,187
Gain (loss) on disposal of equipment	4,500	(2,072)
(Increase) decrease in accounts receivable	306,570	(719,234)
(Increase) decrease in municipal and contract pledges receivable	60,625	(1,301)
(Increase) decrease in pledges receivable	-	25,000
(Increase) decrease in prepaid expenses	54,723	26,697
(Increase) decrease in inventory	-	(3,831)
Increase (decrease) in accounts payable	90,616	41,865
Increase (decrease) in accrued payroll expenses	(23,506)	35,975
Increase (decrease) in deferred revenue	(40,071)	39,207
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,388,497</u>	<u>876,458</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(1,062,442)</u>	<u>(1,072,252)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,062,442)</u>	<u>(1,072,252)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of long-term debt	<u>-</u>	<u>673,300</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>-</u>	<u>673,300</u>
NET INCREASE IN CASH	1,326,055	477,506
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>2,125,172</u>	<u>1,647,666</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 3,451,227</u>	<u>\$ 2,125,172</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 1 – NATURE OF ACTIVITIES

Advance Transit, Inc. (the "Organization") is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire and is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Its mission is to provide a comprehensive transportation network for the several towns of the Upper Connecticut River Valley Region of New Hampshire and Vermont.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Organization are prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed by the Organization are described below to enhance the usefulness of the financial statements to the reader.

Basis of Presentation

The Organization adheres to the Presentation of Financial Statements for not-for-profit organizations topic of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to two classes of net assets. Descriptions of the two net asset categories are as follows:

Without donor restrictions – Those resources not subject to donor-imposed restrictions. The Board of Directors has discretionary control over these resources. Designated amounts represent those net assets that the board has set aside for a particular purpose.

With donor restrictions – Those resources subject to donor-imposed restrictions that will be satisfied by action of the Organization or by the passage of time.

Use of Estimates

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

Change in Accounting Principles

In May 2014, FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). ASU 2014-09 creates a single framework for recognizing revenue from contracts with customers that fall within its scope. The objective is to allow financial statement users to understand the nature, timing, and uncertainty of revenue and cash flows resulting from contracts with customers.

In June 2018, the FASB issued ASU 2018-08, *Not-For-Profit Entities* (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU 2018-08 provides clarifying guidance on accounting for the grants and contracts of not-for-profit organizations as they relate to the new revenue standard (ASU 2014-09 Revenue from Contracts with Customers).

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Change in Accounting Principles (continued)

The objective is to minimize diversity in the classification of grants and contracts that exist under current guidance. The new standards are effective for the Organization's year ending June 30, 2020. The Organization adopted both of the ASU's effective July 1, 2019 using the prospective method. The adoption of these standards did not result in significant changes to the Organization's accounting policies or impact its financial position, changes in its net assets or cash flows. As such, prior period financial statements were not restated and there was no cumulative effect adjustment upon adoption.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

The Organization's bank deposit account balances are Federal Deposit Insurance Corporation ("FDIC") insured up to \$250,000, and any excess amounts are fully collateralized by the depository bank through use of a variety of sweep accounts designed to maintain Organization deposit balances at levels below the FDIC coverage limit.

Revenue Recognition

A substantial portion of the Organization's revenue and support is derived from cost reimbursement contracts with the States of New Hampshire and Vermont. Revenue and support is recognized when reimbursable expenditures are incurred. Payments are received, up to each of the contracts' respective cost limitations upon the Organization's submittal of written requests for reimbursement of allowable expenditures.

Contributions

Contributions received are recorded as unrestricted (without donor restrictions) or restricted (with donor restrictions) support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized.

Pledges

Unconditional promises to give, including capital campaign pledges, are recognized as revenues in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Promises to give are recorded at net realizable value if expected to be collected in one year and at fair value if expected to be collected in more than one year. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Pledges (continued)

Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on its assessment of the amounts deemed collectible. It is the Organization's policy to charge off uncollectible receivables when management determines that the receivable will not be collected.

In order to ensure observance of limitations and restrictions placed on the use of resources available to Advance Transit, Inc., separate accounts are maintained for each activity. They are as follows:

Public and Other Transportation – accounts for revenue and expenses involved with operating fixed public transportation routes as well as other non-fixed routes open to the public and expenses for administration and direct trip reimbursement subcontracted by other agencies or programs.

Rural Transit Assistance Program ("RTAP") – accounts for revenue and expenses associated with training in non-urbanized areas.

Income Taxes

Advance Transit, Inc. is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization has adopted the provisions of FASB ASC 740, *Accounting for Income Taxes*. Accordingly, management has evaluated the Organization's tax positions and concluded that the Organization had maintained its tax-exempt status, has properly reported any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements.

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2020, 2019, and 2018 are subject to examination by the IRS, generally for three years after they were filed.

Property and Equipment

The Organization records purchases of equipment at cost. Expenditures for property, plant and equipment with a cost greater than \$5,000 are capitalized. Depreciation and amortization are computed on the straight-line method based on the following useful lives. Expenditures for maintenance, repairs and improvements, which do not materially extend the useful lives of the assets, are expensed.

	<u>Years</u>
Land improvements	15
Buildings and improvements	10 – 50
Transportation, office, shop, communication and radio equipment	5 – 12

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment (continued)

The Organization's facility and certain transportation equipment are subject to liens held by the States of New Hampshire and/or Vermont as agents for the Federal Transit Administration or other Federal agencies to provide for compliance with grant requirements. New Hampshire and/or Vermont also hold the title to any equipment while subject to a lien. Substantially all of the Organization's property and equipment, including related financing of these assets, are subject to these requirements. Therefore, the net assets related to property and equipment acquired through grants is reported as restricted.

Deferred revenue

The Organization records deferred revenue, which represents sponsorship, local grant match pledges, and advertising income covering periods beyond June 30, 2021 and unearned sponsorship and municipal assistance received in advance of the period to which the revenue relates.

Compensated Absences

Employees of the Organization are entitled to paid vacation and paid sick days, depending on length of service. Employees are allowed to accumulate unused vacation time up to a maximum of 125% of annual hours earned and based on the number of years employed by the Organization. Employees that present a COVID-19 vaccination card are also awarded 8 additional vacation hours for each vaccination shot received. Twice annually employees may request a payout of up to 32 hours of vacation time and must be paid out in 8-hour increments. Employees are entitled to a payout of all unused vacation time upon separation of employment from the Organization.

Unused sick leave may accrue indefinitely without limit. Employees may also request a pay out of sick leave accrued in excess of 200 hours at a rate of 3 hours of sick leave for each one hour of pay. Employees are not entitled to any payout of unused sick leave upon separation of employment from the Organization.

Designation of Unrestricted Net Assets

It is the policy of the Board of Directors to review its plans for future property improvements and acquisitions, as well as other operating needs, from time to time and to designate appropriate sums of unrestricted net assets to assure adequate financing of such purposes.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable include funds due the Organization under various grant award agreements. Accounts receivable as of June 30, 2021 and 2020 consisted of the following:

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 3 – ACCOUNTS RECEIVABLE (continued)

	2021	2020
New Hampshire Department of Transportation	\$ 191,718	\$ 481,963
Vermont Agency of Transportation	267,645	263,876
Contracts	7,323	31,109
Federal and state excise tax	23,963	23,558
Federal employment credits	2,611	-
Other	923	247
Total accounts receivable	<u>\$ 494,183</u>	<u>\$ 800,753</u>

NOTE 4 – RESTRICTED MUNICIPAL AND CONTRACT PLEDGES RECEIVABLE

	2021	2020
Donor restricted contributions:		
Town of Hanover	\$ -	\$ 147,150
Town of Hartford	81,747	81,743
Town of Norwich	13,514	13,514
City of Lebanon	124,855	121,221
Town of Enfield	5,400	5,253
Town of Canaan	9,550	9,270
Dartmouth Hitchcock Medical Center	122,000	118,540
Dartmouth College	569,000	490,000
Total	<u>\$ 926,066</u>	<u>\$ 986,691</u>

NOTE 5 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30, 2021 and 2020:

	2021	2020
Land	\$ 263,358	\$ 263,358
Land improvements	47,804	47,804
Buildings and improvements	4,357,300	4,357,300
Transportation equipment	11,429,226	11,557,174
Communication and radio equipment	99,411	93,511
Office and shop equipment	833,124	701,521
	<u>17,030,223</u>	<u>17,020,668</u>
Less accumulated depreciation and amortization	6,073,589	6,027,752
Property and equipment, net	<u>\$ 10,956,634</u>	<u>\$ 10,992,916</u>

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 6 – LINE OF CREDIT

The Organization has available a bank line of credit for up to \$200,000 at June 30, 2021 and 2020. The line of credit is due on demand and secured by the business assets of the Organization. Draws on the line of credit bear interest based on the Wall Street Journal Prime rate (currently indexed to 3.25%) for the year ended June 30, 2021 and 2020. There were no outstanding balances on this line of credit as of June 30, 2021 and 2020.

NOTE 7 – PAYROLL PROTECTION PROGRAM NOTE PAYABLE

On January 30, 2020, the World Health Organization declared the coronavirus a “Public Health Emergency of International Concern” and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Organization operates. At the time of the Public Health Emergency declarations there were many unknowns about funding and future costs to the Organization.

Therefore, on April 3, 2020, the Organization, applied for and was granted a loan (the “Loan”) from a bank in the aggregate amount of \$673,300, pursuant to the Paycheck Protection Program (the “PPP”) under Division A, Title I of the CARES Act, which was enacted March 27, 2020.

The Loan, which was in the form of a Note dated April 16, 2020 issued by the Borrower, originally matured on April 16, 2022 and bore interest at a rate of 1% per annum, payments were due monthly commencing on November 6, 2020. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, rent, interest and utilities and certain other allowable expenses incurred during the covered period (24-week period commencing April 16, 2020 through October 1, 2020).

The Organization has utilized all of the proceeds for qualified expenses in the eligible period during 2020 and submitted an application for PPP loan forgiveness for the entire balance in July 2021. Subsequent to the date of these financial statements the loan was forgiven in full. Refer to subsequent events disclosure hereunder.

NOTE 8 – NET ASSETS

Board Designated Net Assets

In June 2016, the Board approved the establishment of a Board designated capital reserve fund. In November of 2018 the Board approved a change that modified the purpose to include funds committed for the coming fiscal year as part of the budget process and amounts that are beyond that period but reasonably certain to be incurred. This figure will be adjusted as capital match requirements change. Effective with fiscal year 2021, the capital match reserve was set at \$500,000.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

NOTE 8 – NET ASSETS (continued)

In January 2016 the Board approved the establishment of a Board designated operating reserve fund. The purpose of the operating reserve fund is to set aside approximately four months of operating expenses for the organization. As of June 30, 2021 the minimum operating reserve calculated and set aside by the Board amounted to \$1.9 million. The amount of the operating reserve target minimum will be reassessed annually.

During FY2021 the Organization's Board of Directors established a strategic reserve fund. The Strategic Reserve is intended to provide a ready source of funds for strategic initiatives necessary for the effective operation of the organization and programs. The target amount of the Strategic Reserve will be determined by reference to the forecasted needs of the organization, with the minimum established in an amount deemed sufficient to cover needs identified in the current strategic plan.

The initial target Strategic Reserve is equal to \$500,000. The amount of the Strategic Reserve target minimum will be reassessed at least annually.

Net Assets with Donor Restrictions

Net assets with donor restrictions consist of equipment and vehicles purchased with restricted resources, thereby limiting the assets use to specified purposes throughout the useful life of the assets, foundation grant funds received to cover the startup costs of a planned giving fund, Town appropriations approved in June 30, 2021 but to be paid in 2022 and capital campaign pledges.

Net assets with donor restrictions are comprised of the following:

	2021	2020
Net property, plant and equipment funded with restricted resources	\$ 10,874,544	\$ 10,908,022
Capital campaign contributions	-	100,000
Orange/yellow line local match contribution	39,764	40,640
Municipal and contract pledges	926,066	986,691
Total net assets with donor restrictions	\$ 11,840,374	\$ 12,035,353

Net assets released from restrictions are as follows:

	2021	2020
Purpose restrictions accomplished:		
Depreciation on restricted assets	\$ 1,092,241	\$ 1,117,848
Expiration of purpose restrictions on capital campaign funds	100,000	-
Expiration of purpose restrictions on capital purchases not depreciated	6,151	-
Expiration of time restrictions on contributions receivable	986,691	985,390
Expiration of purpose restrictions on bus disposals	4,500	-
Total net assets released from restrictions	\$ 2,189,583	\$ 2,103,238

NOTE 9 – RETIREMENT PLAN

The Organization sponsors a salary reduction contribution plan pursuant to Section 403(b) of the Internal Revenue Code, covering substantially all employees. Under the plan, employees contribute a specified percentage of their salary, or a fixed dollar amount, to the plan. The Organization may agree to make "non-elective" contributions or a matching contribution to their employees' 403(b) plans. The

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021 AND 2020

Organization currently matches 50% on the first 5% of employee deferrals. For the years ended June 30, 2021 and 2020 employer contributions to the plan amounted to \$23,829 and \$18,940, respectively.

NOTE 10 – ECONOMIC DEPENDENCE

The Organization receives substantial grant/contract funds from the New Hampshire Department of Transportation and Vermont Agency of Transportation and is dependent upon this funding to support most of its activities and operations. Funding from the States of Vermont and New Hampshire is renegotiated each year and is not guaranteed for future years beyond June 30, 2022 and 2023, respectively. Loss of these funds could jeopardize the Organization's ability to continue its activities and operations.

NOTE 11 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date.

	<u>2021</u>	<u>2020</u>
Financial assets consist of:		
Cash and cash equivalents	\$ 3,451,227	\$ 2,125,172
Accounts, municipal and pledges receivable	<u>1,420,249</u>	<u>1,787,444</u>
Total financial assets	4,871,476	3,912,616
Less those unavailable for general expenditures within one year, due to:		
Donor restrictions	<u>40,640</u>	<u>44,764</u>
Financial assets available to meet cash needs for general expenditure within one year	<u>\$ 4,830,836</u>	<u>\$ 3,867,852</u>

As part of the Organization's liquidity management, it invests cash in excess of daily requirements in short-term investments through a sweep account arrangement with its primary bank.

NOTE 12 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 30, 2021, which is the date the financial statements were available to be issued and has determined that no subsequent events have occurred that would require recognition or disclosure in the financial statements.

Effective August 13, 2021, the Organization was notified by its lender that the entire proceeds of the PPP loan issued on April 16, 2020, together with accrued interest payable, was forgiven by the United States Small Business Administration.

ADVANCE TRANSIT, INC.
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Federal Grantor Agency and Program Title	CFDA Number	Pass-Through Identifying Number	Program or Award Amount	Awards Expended
U.S. Department of Transportation				
Major Programs:				
<u>State of New Hampshire Department of Transportation:</u>				
Formula Grants for Rural Areas	20.509	NH-2020-15	\$ 3,342,700	\$ 3,342,700
<u>State of Vermont Agency of Transportation:</u>				
Formula Grants for Rural Areas	20.509	COVIDFTA-900	568,400	568,400
Formula Grants for Rural Areas	20.509	COVIDFTA-401	135,000	135,000
Formula Grants for Rural Areas	20.509	FT202104-451	194,000	130,986
Formula Grants for Rural Areas	20.509	FR202104-451	46,000	58,410
Formula Grants for Rural Areas	20.509	FT202104-551	145,000	112,098
Formula Grants for Rural Areas	20.509	FT202104-851	170,000	170,000
Formula Grants for Rural Areas	20.509	FT202103-701	3,000	1,704
Formula Grants for Rural Areas	20.509	FT201603-051	51,600	51,600
Formula Grants for Rural Areas	20.509	FT201604-051	20,000	20,000
Formula Grants for Rural Areas	20.509	FT201904-051	22,400	11,848
Formula Grants for Rural Areas	20.509	FT201904-061	5,200	4,720
Formula Grants for Rural Areas	20.509	FT041021-061	22,274	22,274
Formula Grants for Rural Areas	20.509	FT202101-061	23,520	4,482
Subtotal CFDA 20.509				<u>4,634,222</u>
Total Major Programs				<u>4,634,222</u>
<u>State of New Hampshire Department of Transportation:</u>				
<i>Federal Transit Cluster</i>				
Bus and Bus Facilities Formula Program	20.526	NH 2019-007	765,000	<u>765,000</u>
Total Federal Transit Cluster				<u>765,000</u>
Total Expenditures of Federal Awards				<u>\$ 5,399,222</u>

ADVANCE TRANSIT, INC.
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

NOTE 1 – REPORTING ENTITY

Advance Transit, Inc. (the “Organization”) is a voluntary, not-for-profit organization incorporated under the laws of the State of New Hampshire (RSA 292) and is engaged to provide a comprehensive transportation network for the several towns in the Upper Connecticut River Valley Region of New Hampshire and Vermont. The Organization was founded in January 1984 and is headquartered in Wilder, Vermont.

NOTE 2 – SCOPE OF THE AUDIT PURSUANT TO THE UNIFORM GUIDANCE

The Schedule of Expenditures of Federal Awards (the “Schedule”) presents the activity of all Federal award programs of Advance Transit, Inc. All Federal awards are received directly from Federal agencies as well as Federal awards passed through other government agencies or other entities are included in the schedule.

NOTE 3 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards has been prepared in the format as set forth in *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The Schedule is presented using the accrual basis of accounting. It includes all Federal awards to the Organization which had expenditure activity during the year ended June 30, 2021. Several programs are jointly funded by the State of Vermont and State of New Hampshire appropriations in addition to Federal Awards. The Schedule reflects only that part of the grant activity funded by Federal Awards. The Organization has elected not to use the 10 percent de minimis indirect cost rate allowed under the *Uniform Guidance*.

NOTE 4 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

The program titles and CFDA numbers were obtained from the 2021 Catalog of Federal Domestic Assistance.

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

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
Advance Transit, Inc.
Wilder, Vermont

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standard*, issued by the Comptroller General of the United States, the financial statements of Advance Transit, Inc. (the "Organization"), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2021.

Internal Control over Financial Reporting

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

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

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

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

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* (Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's 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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the 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.

Graham & Veroff, P.C.

Graham & Veroff, P.C.

Springfield, Vermont

September 30, 2021

VT Registration #92-0000282

NH Registration #659

ME Registration #FMF 10001129

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Board of Directors
Advance Transit, Inc.
Wilder, Vermont

Report on Compliance for Each Major Federal Program

We have audited Advance Transit, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2021. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Advance Transit, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance (Continued)

Report on Internal Control over Compliance

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

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

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

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 *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Graham & Veroff, PC

Graham & Veroff, P.C.

Springfield, Vermont

September 30, 2021

VT Registration #92-0000282

NH Registration #659

ME Registration #FMF 10001129

ADVANCE TRANSIT, INC.
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section I – Summary of Auditors' Report

Financial Statements

Type of auditors' report issued: **Unqualified**

Internal control over financial reporting:

- Material Weakness(es) identified? **No**
- Significant deficiency(ies) identified that are not considered to be material weaknesses. **No**

Non-compliance material to the financial statements noted? **No**

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? **No**
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? **No**

Type of auditors' report issued on compliance for major programs: **Unqualified**

Any audit findings disclosed that are required to be reported in accordance with section 200.516 of the *Uniform Guidance*? **No**

Identification of Major Programs

Name of program or cluster	CFDA number
U.S. Department of Transportation – Formula Grants for Rural Areas	20.509
Dollar threshold used to distinguish between Type A and Type B programs:	\$ 750,000
Auditee qualified as a low-risk auditee under Section 200.520 of the <i>Uniform Guidance</i> :	Yes

Section II – Financial Statement Findings

No current year findings.

Section III – Federal Award Findings and Questioned Costs

No current or prior year findings

Advance Transit Officers and Directors

July 1, 2021

President	Vice President	Treasurer
Matt Osborn (Term ends 6/22)	Nathan Miller (Term ends 6/24)	Robert Starkey (Term ends 6/24)
Member At-Large	Member At-Large	Member At Large
Secretary		
Rebecca Owens (Term ends 6/24)	Mark Beliveau (Term ends 6/22)	Bethany Fleishman (Term ends 6/22)
Lebanon Member	Hanover Member	Hartford Member
David Stewart (Term end 6/23)	Demo Sofronas (Term ends 6/22)	Patrick O'Neill (Term ends 6/23)
Member At-Large	Norwich Member	Member At-Large
James L. Taylor (Term ends 6/23)	Robert Houseman (Term ends 6/23)	Kathie Nolet (Term ends 6/23)
Enfield Member	Hanover Member	Member At-Large
Joe Major (Term ends – 6/24)	Devin Wilkie (Term ends – 6/24)	
Hartford Representative	Lebanon Representative	

RESUME

Mr. Christopher Andreasson

Jan 15, 2021

Education:

Bachelor of Arts, City College of New York, 1974

Computer Science Courses, Community College of VT, 1999-2000

Work History:

Advance Transit, Inc.

July 7, 2008 to present

Director of Transportation overseeing both the maintenance and bus operations of Advance Transit. I participate in the decisions regarding bus procurement and preparation of the RFP. I assist the Executive Director with decisions on personnel including recruiting and interviewing for new employment opportunities within Advance Transit as well as decisions regarding disciplinary action including termination of employment. I manage the maintenance of the building and grounds and perform the inspections as prescribed by the REM and state and federal law. I have the A&B certification for management of our 12,000 gallon underground fuel storage tank and train the employees associated with its use. I received certification from the Community Transportation Association as Advance Transit's Safety and Security Officer. In that role I accumulate data on accidents and incidents to evaluate preventative measures. This also includes evaluation of operations where an accident or incidence has not yet occurred but where there might be a potential for an occurrence. If there are reports of unsafe driver practices I, along with our Operations Manager, will investigate and take action when it is warranted. I have also prepared a Safety and Security Plan that provides a template for decisions regarding employee and passenger safety. I investigate customer complaints and attempt to resolve them with follow up with the employee(s) involved as well as the customer. I provide advice to the Executive Director concerning current routes as well as prospective new service. I helped develop and manage Advance Transit's passenger information systems.

Vermont Transit Co., Inc.

April 1, 2008 - June 30, 2008

I am Project Manager for the merger of Vermont Transit Co., Inc. into Greyhound Lines, Inc. based in Dallas, Texas. My duties include managing transition of accounting and Operational functions to Greyhound locations in Dallas, Texas as well as supervision of employee training including driver re-certification for all former Vermont Transit workers.

October 2000 - March 31, 2008

As General Manager, my duties included oversight of all operations including maintenance (14 employees and a fleet of up to 40 motor coaches), drivers (up to 60 full time operators) and accounting (including payroll). I made all scheduling decisions for routes that extended through 5 states and Canada. We operated 4 million miles annually with 8-12 million dollars in annual revenue. In the past three years I directed a consolidation of our company to improve its financial performance. This included elimination of poorer performing routes and speeding up of remaining services to attract new riders. This involved the elimination of management positions and redirection of duties to remaining staff. I improved our revenue by 30% for every mile we operated and we completed our latest fiscal year ahead of plan in profit generated.

I worked with state transportation officials in both Vermont and New Hampshire

that netted my company over \$400,000 in capital and operating assistance between 2001 and 2003.

1996-2000

As one of two Dispatchers my responsibility included assigning drivers and capacity planning. Also included in our duties was the development of driver work assignments. I transformed our workstations to a computer-based operation using Microsoft Excel and Access to automate various processes and improve efficiency. I also developed our first website for distributing fare and schedule information to our customers via the internet.

1974-1995

I was a motor coach operator based first in Burlington, VT and operated over 1.5 million miles with a 20 year safe driving award.

Other Work

Substitute Teacher Hartford Middle School, mid 1980s

Baseball Umpire, High School Varsity, Babe Ruth and Adult VT & NH leagues, 1990 to present.

Civic Activities:

Wilder Elementary PTA President, 1989

Appointed by Governor Dean as member of Governor's Rail Advisory Committee, Montpelier, VT 2001-2004

Appointed by Governor Douglas as member, Governor's Transportation Operations Advisory Council, Montpelier, VT 2005-2006.

Voted by Governor's Rail Advisory Council as member, Rail Infrastructure Subcommittee, 2004-present.

Appointed by Governor Douglas as member, Governor's Rail Advisory Committee, Montpelier, VT March 2008 to present.

Elected President in 2007 of the New England Bus Association.

Van J. Chesnut

RESUME

January 15, 2021

Experience

1987 – present Advance Transit, Inc. PO Box 1027, Wilder, VT 05088

Executive Director

CEO of regional nonprofit public transportation company located near Hanover, New Hampshire and Dartmouth College. Developed public/private partnerships and sponsorships to enable fare free fixed route transit, resulting in high ridership and service productivity not typically found in a rural area. Led planning, financing, and construction of capital improvements program including LEED certified operations center, and fleet upgrades including diesel-electric hybrid buses.

1984 – 1987 Cardinal Center Warsaw, Indiana

Director, Kosciusko Area Bus Service

Directed county-wide rural public transportation system for multi-program human services agency. Directed financing, acquisition, construction, and remodeling of operations center. Improved financial and systems management, instituted marketing programs resulting in increased public awareness and ridership.

1982-1984 City of Stevens Point Stevens Point, Wisconsin

Transit Manager

City Department head position responsible for employee supervision, service planning, grant writing and reporting. Initiated Transit Development Plan and Marketing Plan that resulted in increased public awareness and ridership.

1979-1982 United Developmental Services Columbus, Indiana

Transportation Manager

Department head position for five-county multi-program human services agency. Responsible for personnel supervision and training, fleet maintenance, budgeting, grants administration.

Education

Purdue University Bachelor of Arts degree awarded 1978. Personality and Social Psychology major, English minor.

Memberships and Honors

Founders Award, Received from Community Transportation Association of America (CTAA), 2009

Chair, New Hampshire Transit Association

Board of Directors, Vermont Public Transportation Association

Member, Upper Valley Transportation Management Association

Board of Directors, New England Transportation Institute and Museum

Transportation Research Board Panels:

TCRP A-19 Integrating School Bus and Public Transportation Services in Non-Urban Communities

TCRP A-19A(2) Vehicle Guide for Integrating School Bus and Public Transportation Services in Non-Urban Communities

TCRP C-19 Guidebook for Evaluating Fuel Choices for Post-2010 Transit Bus Procurements: Update of TCRP Report 38

International Transit Studies Program (ITSP) Mission 4, European Cities May, 1996

Member Hanover Rotary, Hanover New Hampshire

References

Furnished Upon Request