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New Hampshire DOT
Department of Transportation

# THE STATE OF NEW HAMPSHIRE
## DEPARTMENT OF TRANSPORTATION

*Victoria F. Sheehan*
*Commissioner*

*William Cass, P.E.*
*Assistant Commissioner*

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

Bureau of Rail & Transit
February 22, 2021

## REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed $547,089.00 to Advance Transit, Inc. Wilder, Vermont (Vendor 166573) to procure two (2) replacement ADA accessible transit buses and maintenance equipment effective upon Governor and Council approval through December 31, 2022. 97% Federal Funds, 3% Capital General Funds.

Funding for this agreement is available in the Fiscal year 2021 budget:

| | FY 2021 |
|---|---|
| 04-96-96-964010-2916<br>Public Transportation<br>072-500575 Grants to Non-Profits-Federal | $531,868.00 |
| 04-096-096-960030-1673<br>17-228:1-XXII: A Aero, Rail, Transit<br>034-500160 Major Equipment | $15,221.00 |

## 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) public transit vehicles used in the provision of public transit service and maintenance equipment related to facility and vehicle upkeep. 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 Transits ridership and services, are in New Hampshire and one-fourth provided in Vermont. Vermont and New Hampshire entered into a Memorandum of Understanding (MOU) with Advance Transit since September 30, 1993, to share the cost of transit services.

The NHDOT released a public notice on September 3, 2019, 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 October 24, 2019 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, Community Action Program Belknap-Merrimack Counties, and Tri-County Community Action Program.

Section 5339 funds awarded to Advance Transit, Inc. will be used for the procurement of two (2) ADA accessible small cutaway 12-passenger, diesel transit buses and miscellaneous maintenance equipment. 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.

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 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 | This capital request describes how it effectively addresses a demonstrated community need. | **10%** |
| 2 | The applicant has the fiscal and technical capacity and an adequate budget to operate service associated with this capital request. | **15%** |
| 3 | The applicant has successful experience in providing transportation services. | **15%** |
| 4 | 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 >20%, etc.) | **10%** |
| 5 | Is the request for a replacement or expansion? If a replacement, has the existing vehicle or facility to be replaced met its useful life? | **10%** |
| 6 | The applicant articulates a long-term commitment to continue the project beyond the availability of the requested grant funds, e.g., ongoing maintenance costs. | **10%** |
| 7 | 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. | **15%** |
| 8 | 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. | **15%** |

| Transit System | Score | Status |
|---|---|---|
| **Advance Transit** | | |
| (2) Small cutaway 12 passenger diesel transit buses | 83.7% | Awarded |
| **Advance Transit** | | |
| (2) 30', 16 passenger diesel transit buses | 84.3% | Pending Approval* |
| **Advance Transit** | | |
| (2) 35', 33 passenger diesel transit buses | 87% | Pending Approval* |
| **Advance Transit** | | |
| Other equipment- SEFAC lift system, Tire changer/balancer, AC Evacuation | 78.3% | Awarded |
| **Advance Transit** | | |
| Other Equipment – Forklift | 77.3% | Awarded |
| **Advance Transit** | | |
| Bus Shelter, stop signage and hardware | 84.7% | Awarded |
| **Advance Transit** | | |
| (2) Bus shelter and pad to expand service area | 84.8% | Awarded |
| **Community Action Program Belknap-Merrimack Counties** | | |
| (2) Small cutaway 12x2, 12 passenger gasoline transit buses | 82.3% | Awarded |

| | | |
|---|---|---|
| **Southwestern Community Services** | | |
| (1) Small Cutaway 16x2, 16 passenger gasoline Ford E450 transit bus | 80.2% | Awarded |
| **Southwestern Community Services** | | |
| (1) Small Cutaway 16x2, 16 passenger gasoline Ford E450 transit bus | 77% | Awarded |
| **Tri-County Community Action Program** | | |
| (1) 8x2 Gasoline Ford Transit 350 | 80.7% | Awarded |
| **Tri-County Community Action Program** | | |
| (1) Cutaway 16x2, 16 passenger gasoline transit bus | 82.5% | Awarded |
| **Manchester Transit Authority** | | |
| (5) Maintenance facility lifts – direct recipient | 83.3% | Awarded |
| **Manchester Transit Authority** | | |
| (4) 30' Midi Bus 26x3 diesel transit buses | 87.2% | Awarded |
| **Manchester Transit Authority** | | |
| (1) Small cutaway 12x2, 12 passenger gasoline bus | 86.5% | Awarded |

** Two of Advance Transit's requested projects are pending approval and will not be presented to Governor & Executive Council until such time as the additional requested information is submitted by Advance Transit and NHDOT has approved the request. If the projects' statuses change from pending approval to approved, a contract for these projects will be submitted to Governor & Executive Council for approval.*

The total project cost is $648,400.00, which includes $531,868.00 (85%) FTA Section 5339 funds, $15,221.00 (7.5%) State Capital and $101,311.00 (7.5%) Agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of $547,089.00. 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,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachment

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<br>NH Department of Transportation | | 1.2 State Agency Address<br>PO Box 483, 7 Hazen Dr., Concord, NH 03220-0483 | |
| 1.3 Contractor Name<br>Advance Transit, Inc. | | 1.4 Contractor Address<br>PO Box 1027, Billings Farm Road, Wilder VT 05088 | |
| 1.5 Contractor Phone Number<br>802-295-1824 | 1.6 Account Number<br>04-96-96-964010-2916 072-500575/04-096-096-960030-1673 034-500160 | 1.7 Completion Date<br>December 31, 2022 | 1.8 Price Limitation<br>$547,089.00 |
| 1.9 Contracting Officer for State Agency<br>Michelle Winters, Administrator, Bureau of Rail & Transit | | 1.10 State Agency Telephone Number<br>603-271-2468 | |
| 1.11 Contractor Signature<br>Matt Osborn Date: 1/18/21 | | 1.12 Name and Title of Contractor Signatory<br>Matt Osborn, President | |
| 1.13 State Agency Signature<br>Date: 2/24/2021 | | 1.14 Name and Title of State Agency Signatory<br>Patrick C. Herlihy<br>Director<br>Aeronautics, Rail and Transit | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Allen B Greenstein On: 3/24/21 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials MO
Date 1/18/21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials MO
Date 1/18/21

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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



Contractor Initials MET
Date 1/18/21

be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials MD
Date 1/18/21

ADVANCE TRANSIT, INC.

**EXHIBITS TO CONTRACT**

| | |
|---|---|
| EXHIBIT A | Special Provisions |
| EXHIBIT B | Project Equipment |
| EXHIBIT C | Project Description |

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Master Agreement – No changes since FFY 2019

Certifications and Assurances

2 CFR Part 200

Financial Statement

Board of Directors

Key Personnel

Resumes

ADVANCE TRANSIT, INC.

**EXHIBIT A**
**SPECIAL PROVISIONS**

**NOTICE OF CLAIMS**

I. The Contractor, Advance Transit, Inc., (hereinafter the "Contractor") shall give the NHDOT Contract 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 the Contract as set forth in Section 39 (b) Flow Down Requirement of the Federal Transit Administration's Master Agreement.

## ADVANCE TRANSIT INC.

## EXHIBIT B

## SCOPE OF SERVICE

A.1. The Contractor, Advance Transit, Inc. (hereinafter the "Contractor"), will procure two (2) ADA-accessible small cutaway 8x2, 12-passenger 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.

Advance Transit will purchase maintenance-related equipment including: SEFAC lift system, Tire changer and balancer, AC Evacuation Machine, and a forklift. This equipment will assist Advance Transit with maintaining fleet vehicles.

Advance Transit will purchase replacement bus stop signage to include hardware that will replaced damaged and fading signage.

Advance Transit will purchase bus shelters and pads to complete an expansion project identified in the Lebanon Bus Stop Design Study.

Advance Transit will purchase on-board bus air purification systems for 26 transportation vehicles. The purification systems will be specific to COVID-19 sanitation best practices.

Advance Transit will purchase on-board bus computer tablets that will include mounting systems and installation for 25 transit vehicles.

The contract will provide funding through the NH Department of Transportation (NHDOT), from the FTA Section 5339 Bus and Bus Facilities Program, for 80% of the cost to purchase all non-vehicle equipment, not to exceed $308,360.00 Federal funding. The contractor will provide the remaining 20% in the amount of $77,090.00 for a total project cost of $385,450.00. No State Capital funds will be requested for this project.

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 small cutaway (2) transit vehicles, not to exceed $223,508.00 Federal funding. State capital funds will pay non-federal match of (6%), not to exceed $15,221.00. Advance Transit will pay non-federal match of (9%), not to exceed $24,221.00, for a total project cost of $262,950.00

The Contractor may submit a written request to NHDOT's Commissioner or designee to modify the type and/or quantity of capital buses 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.

Advance Transit, Inc. 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.

## EXHIBIT C

## BUDGET

**B.1** The total contract amount is $547,089.00 and is comprised of FTA Section 5339 funds ($531,868.00) and State Capital Match ($15,221), whereas the total project cost is $648,400.00 and includes additional local matching funds ($101,311.00) to be provided by Advance Transit. The table below summarizes the funds:

| | | FUNDING | | | |
|---|---|---|---|---|---|
| ITEM | Qty | FTA 5339 Funds | State Capital Match | Agency Match | Total Project |
| ADA-accessible Small Cutaway 8x2, 12-passenger replacement buses | 2 | $223,508 | $15,221 | $24,221 | $262,950 |
| Maintenance equipment, SEFAC Lift system, Tire changer and balancer, and AC Evacuation machine | 1 | $50,400 | $0 | $12,600 | $63,000 |
| Maintenance equipment, forklift | 1 | $16,000 | $0 | $4,000 | $20,000 |
| Bus stop signage and hardware | 200 | $20,000 | $0 | $5,000 | $25,000 |
| Bus shelter and pads | 2 | $80,000 | $0 | $20,000 | $100,000 |
| On-board bus air purification systems | 26 | $124,800 | $0 | $31,200 | $156,000 |
| ITS bus computer tablets w/mount and installation | 33 | $17,160 | $0 | $4,290 | $21,450 |
| | | FTA 5339 | State Capital | Agency | Total |
| Contract Funds | | $531,868 | $15,221 | $0 | $547,089 |
| Project Costs | | $531,868 | $15,221 | $101,311 | $648,400 |

**B.2** The Contractor shall submit appropriate procurement documentation to NHDOT for review and approval prior to any 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.

# 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: **0004893002**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

JAN. 18, 2021
(Date)

"No corporate seal."

STATE OF VERMONT
COUNTY OF WINDSOR

On 1/18/21, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Assistant Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Notary Public

Exp. JAN 23, 2023

ADVATRA-01 HTARLETON

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2020

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, Inc.
346 Shelburne Rd
Burlington, VT 05401

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: National Interstate Ins Co | 32620 |
| INSURER B: Continental Western Insurance | 10804 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GLR 0242225-06 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE | $ 5,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,0 |
| | X ANY AUTO | | | CAR 0242225-06 | 7/1/2020 | 7/1/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N | N/A | | WCA5153288-16 | 7/1/2020 | 7/1/2021 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Physical Damage | | | CAR 0242225-06 | 7/1/2020 | 7/1/2021 | Comp Ded. | 1,000 |
| A | Physical Damage | | | CAR 0242225-06 | 7/1/2020 | 7/1/2021 | Coll Ded | 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2017 Freightliner FXCC76 VIN# WDPPF4CC6H9724206

New Hampshire Department of Transportation Bureau of Rail & Transit is Loss Payee for above referenced vehicle.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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ADVATRA-01

HTARLETON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2020

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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, Inc.
346 Shelburne Rd
Burlington, VT 05401

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: National Interstate Ins Co | 32620 |
| INSURER B: Continental Western Insurance | 10804 |
| INSURER C: Tokio Marine Specialty Insurance Company | 23850 |
| INSURER D: Cincinnati Insurance Company | 10677 |
| INSURER E: | |
| INSURER F: | |

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC [X]<br>OTHER: | X | | GLR 0242225-06 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 300,000<br>$ 5,000<br>$ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | CAR 0242225-06 | 7/1/2020 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCA5153288-16 | 7/1/2020 | 7/1/2021 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Pollution Liability | | | STEP011823-02 | 7/1/2020 | 7/1/2021 | $1,000,000 per Claim | 2,000,000 |
| D | Excess Empl Liab | | | EXS0581316 | 7/1/2020 | 7/1/2021 | $0 Retention | 4,000,000 |

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ON FILE WITH THE COMPANY | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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# FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Advance Transit, Inc.

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

*Or,*

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

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

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

**FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

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

**AFFIRMATION OF APPLICANT**

Name of the Applicant: 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 federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

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

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

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

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

Signature: Matt Osborn Date: 1/22/21

Name: Matt Osborn Authorized Representative of Applicant 657

# FFY 2021 MASTER AGREEMENT

## ACKNOWLEDGEMENT OF RECEIPT

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

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

| | |
|---|---|
| Advance Transit, Inc. | 1/22/21 |
| Name of Agency | Date |
| Matt Osborn | |
| Name of Authorized Official | Signature |

# FTA and 2 CFR 200 Agreement

*Name of Awarding Agency: Federal Transit Administration (FTA)*

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

*Name of Subrecipient Agency: 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: $531,868.00 Catalog of Federal Domestic Assistance (CDFA) number: 20.526 FTA
Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM
Federal Award Identification Number (FAIN): **NH-2020-016** Federal Award Date: **8/20/20**

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

**Subrecipient Information:**
Subrecipient Name: **Advance Transit, Inc.,**
Subrecipient DUNS number: **118080233**
Subrecipient SAM.GOV registration: **5J3P7 10/14/2021**
Name of authorizing subrecipient official: Matthew Osborn
Title of authorizing subrecipient official: President
Federal Clauses: N/A
Master Agreement and Certifications and Assurances: Yes
Subrecipient Federal indirect cost rate: N/A
*(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).*

**Subaward Period of performance:**
Start Date: 8/1/20 End Date: 9/30/22

**Total amount of FTA sub-award obligated by this action *(contract/amendment)*:**
For FFY: 2020 Section: 5339 Amount: $531,868.00

**Total amount of FTA sub-award committed to the *subrecipient* *(original contract & amendments)*:**
For FFY: 2020 Section: 5339 Amount: $531,868.00

**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 statues, 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: Click or tap to enter a date.

Name of authorizing subrecipient official: Matthew Osborn

Title of authorizing subrecipient official: President

Signature of authorizing subrecipient official: Matt Osborn

# ADVANCE TRANSIT, INC.

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

June 30, 2019 and 2018

ADVANCE TRANSIT, INC.

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**Graham & Graham, P.C.**
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, 2019 and 2018, 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.

PO Box 886, 368 River Street, Springfield, VT 05156 802-885-5340 Fax 802-885-4999
15 North Main Street, Suite 204, Concord, NH 03301 603-225-2944 Fax 603-856-7635
174 Court Street, Laconia, NH 03246 603-527-8721 Fax 603-527-8187
Website: www.grahamcpa.com

*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, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Other 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 19, 2019, 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 & Graham, PC

Graham & Graham, P.C.
September 19, 2019
VT Reg. #92-0000282
NH Registration #659
ME Registration #FMF 10001129

ADVANCE TRANSIT, INC.
STATEMENTS OF FINANCIAL POSITION
As of June 30, 2019 and 2018

| | 2019 | 2018 |
|---|---|---|
| **ASSETS** | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | $ 1,647,666 | $ 1,513,349 |
| Accounts receivable | 81,519 | 373,950 |
| Restricted municipal and contract pledges receivable | 985,390 | 645,211 |
| Pledges receivable | 25,000 | - |
| Prepaid expenses | 137,392 | 113,313 |
| Inventory | 201,213 | 275,666 |
| Total current assets | 3,078,180 | 2,921,489 |
| PROPERTY AND EQUIPMENT | | |
| Land | 263,358 | 263,358 |
| Land improvements | 47,804 | 47,804 |
| Buildings and improvements | 4,357,300 | 4,346,350 |
| Transportation equipment | 10,592,573 | 9,661,056 |
| Communication and radio equipment | 124,215 | 124,215 |
| Office and shop equipment | 739,695 | 725,748 |
| | 16,124,945 | 15,168,531 |
| Less accumulated depreciation | 5,085,166 | 6,885,383 |
| Property and equipment, net | 11,039,779 | 8,283,148 |
| TOTAL ASSETS | $ 14,117,959 | $ 11,204,637 |
| **LIABILITIES AND NET ASSETS** | | |
| CURRENT LIABILITIES | | |
| Accounts payable | $ 26,731 | $ 66,754 |
| Accrued payroll expenses | 199,544 | 187,569 |
| Deferred revenue | 1,607 | 8,824 |
| Total current liabilities | 227,882 | 263,147 |
| Total liabilities | 227,882 | 263,147 |
| NET ASSETS | | |
| Without donor restrictions | | |
| Designated | | |
| Capital reserve | 69,335 | - |
| Operating reserve | 1,000,000 | 1,200,000 |
| Undesignated | 785,858 | 908,637 |
| With donor restrictions | 12,034,884 | 8,832,853 |
| Total net assets | 13,890,077 | 10,941,490 |
| TOTAL LIABILITIES AND NET ASSETS | $ 14,117,959 | $ 11,204,637 |

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2019

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| REVENUE AND SUPPORT | | | |
| Federal government: section 5311, operating | $ 2,342,847 | $ - | $ 2,342,847 |
| Federal and state government: 5339/5311 capital | - | 3,363,296 | 3,363,296 |
| Federal government: RTAP | 18,650 | - | 18,650 |
| Contract | 1,270,777 | - | 1,270,777 |
| Municipal | - | 985,390 | 985,390 |
| State of Vermont | 110,000 | - | 110,000 |
| Gain or loss on disposals | 22,992 | - | 22,992 |
| Other | 19,349 | - | 19,349 |
| Donations | 168,416 | 95,000 | 263,416 |
| Net assets released from restrictions | 1,618,207 | (1,618,207) | - |
| Total revenue and support | 5,571,238 | 2,825,479 | 8,396,717 |
| EXPENSES | | | |
| Program Services | | | |
| Public and other transporation | 4,842,561 | - | 4,842,561 |
| Total program services | 4,842,561 | - | 4,842,561 |
| Support Services | | | |
| General and Administrative | 534,372 | - | 534,372 |
| Fundraising | 71,197 | - | 71,197 |
| Total support services | 605,569 | - | 605,569 |
| Total expenses | 5,448,130 | - | 5,448,130 |
| Change in net assets before transfers | 123,108 | 2,825,479 | 2,948,587 |
| Transfers of local share to restricted | (376,552) | 376,552 | - |
| Net assets, beginning of year | 2,108,637 | 8,832,853 | 10,941,490 |
| Net assets, end of year | $ 1,855,193 | $ 12,034,884 | $ 13,890,077 |

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2018

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| REVENUE AND SUPPORT | | | |
| Federal government: section 5311, operating | $ 1,993,138 | $ - | $ 1,993,138 |
| Federal and state government: 5339/5311 capital | - | 2,472,183 | 2,472,183 |
| Federal government: RTAP | 7,091 | - | 7,091 |
| Contract | 1,244,837 | - | 1,244,837 |
| Municipal | - | 645,211 | 645,211 |
| State of Vermont | 110,000 | - | 110,000 |
| State of New Hampshire | 25,220 | - | 25,220 |
| Gain or loss on disposals | 24,910 | - | 24,910 |
| Other | 4,306 | - | 4,306 |
| Donations | 172,475 | - | 172,475 |
| Net assets released from restrictions | 1,289,622 | (1,289,622) | - |
| Total revenue and support | 4,871,599 | 1,827,772 | 6,699,371 |
| EXPENSES | | | |
| Program Services | | | |
| Public and other transporation | 4,179,100 | - | 4,179,100 |
| Total program services | 4,179,100 | - | 4,179,100 |
| Support Services | | | |
| General and Administrative | 622,900 | - | 622,900 |
| Fundraising | 62,447 | - | 62,447 |
| Total support services | 685,347 | - | 685,347 |
| Total expenses | 4,864,447 | - | 4,864,447 |
| Change in net assets | 7,152 | 1,827,772 | 1,834,924 |
| Net assets, beginning of year | 2,101,485 | 7,005,081 | 9,106,566 |
| Net assets, end of year | $ 2,108,637 | $ 8,832,853 | $ 10,941,490 |

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2019 and 2018

| | 2019 | 2018 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | $ 2,948,587 | $ 1,834,924 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | 932,448 | 637,650 |
| Gain on disposal of equipment | (22,992) | (24,910) |
| (Increase) decrease in accounts receivable | 292,431 | (242,400) |
| (Increase) decrease in municipal and contract pledges receivable | (340,179) | (8,463.00) |
| (Increase) decrease in pledges receivable | (25,000) | - |
| (Increase) decrease in inventory | 74,453 | (11,253) |
| (Increase) decrease in prepaid expenses | (24,079) | (11,577) |
| Increase (decrease) in accounts payable | (40,401) | (20,527) |
| Increase (decrease) in accrued payroll expenses | 11,975 | 13,995 |
| Increase (decrease) in deferred revenue | (7,217) | 7,660 |
| Total adjustments | 851,439 | 340,175 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | 3,800,026 | 2,175,099 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchases of property and equipment | (3,712,834) | (2,472,183) |
| Proceeds from the sale of equipment | 47,125 | 36,910 |
| NET CASH USED IN INVESTING ACTIVITIES | (3,665,709) | (2,435,273) |
| NET INCREASE (DECREASE) IN CASH | 134,317 | (260,174) |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 1,513,349 | 1,773,523 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | $ 1,647,666 | $ 1,513,349 |

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019

| | Program Services | Support Services | | | |
|---|---|---|---|---|---|
| | Public and Other Transportation | General and Administrative | Fundraising | Total Support Services | Total |
| Expenses: | | | | | |
| Salaries | $ 2,064,822 | $ 232,195 | $ 49,550 | $ 281,745 | $ 2,346,567 |
| Payroll Taxes | 165,226 | 19,050 | - | 19,050 | 184,276 |
| Benefits | 601,155 | 51,173 | - | 51,173 | 652,328 |
| Fuel | 268,921 | 779 | - | 779 | 269,700 |
| Repairs | 236,123 | 2,577 | - | 2,577 | 238,700 |
| RTAP Grant Expense | 18,540 | - | - | - | 18,540 |
| Consulting | 58,508 | 39,001 | - | 39,001 | 97,509 |
| Office Expense | 60,692 | 78,096 | 21,647 | 99,743 | 160,435 |
| Insurance | 270,389 | 15,058 | - | 15,058 | 285,447 |
| Travel | 7,057 | 3,197 | - | 3,197 | 10,254 |
| Uniforms | 23,449 | - | - | - | 23,449 |
| Capital Grant Planning Expense | 30,915 | - | - | - | 30,915 |
| Building | 135,131 | - | - | - | 135,131 |
| Parts Inventory Expense | 62,430 | - | - | - | 62,430 |
| Depreciation | 839,203 | 93,245 | - | 93,245 | 932,448 |
| Total expenses | $ 4,842,561 | $ 534,372 | $ 71,197 | $ 605,569 | $ 5,448,130 |

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

| | Program Services | Support Services | | | |
|---|---|---|---|---|---|
| | Public and Other Transportation | General and Administrative | Fundraising | Total Support Services | Total |
| Expenses: | | | | | |
| Salaries | $ 1,871,523 | $ 348,224 | $ 50,075 | $ 398,299 | $ 2,269,822 |
| Payroll Taxes | 142,060 | 27,801 | - | 27,801 | 169,861 |
| Benefits | 529,566 | 67,234 | - | 67,234 | 596,800 |
| Fuel | 211,134 | 2,139 | - | 2,139 | 213,273 |
| Repairs | 246,434 | 3,964 | - | 3,964 | 250,398 |
| RTAP Grant Expense | 5,685 | - | - | - | 5,685 |
| Consulting | 22,448 | 77,901 | - | 77,901 | 100,349 |
| Office Expense | 59,395 | 82,532 | 12,372 | 94,904 | 154,299 |
| Insurance | 251,360 | 10,314 | - | 10,314 | 261,674 |
| Travel | 6,748 | 2,791 | - | 2,791 | 9,539 |
| Uniforms | 19,247 | - | - | - | 19,247 |
| Capital Grant Planning Expense | 43,180 | - | - | - | 43,180 |
| Building | 139,449 | - | - | - | 139,449 |
| Parts Inventory Expense | (6,779) | - | - | - | (6,779) |
| Depreciation | 637,650 | - | - | - | 637,650 |
| Total expenses | $ 4,179,100 | $ 622,900 | $ 62,447 | $ 685,347 | $ 4,864,447 |

See Accompanying Notes to Financial Statements

## 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.

### 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.

## NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

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. 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 – 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.

## NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

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, does not have 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, 2016, 2017, 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.

| | Years |
|---|---|
| Buildings and improvements | 10 – 50 |
| Land improvements | 15 |
| Transportation equipment[1] | 5 – 12 |
| Communication and radio equipment | 5 |
| Office and shop equipment | 5 - 10 |

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 the compliance with grant requirements. The States of 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 and advertising income covering periods beyond June 30, 2019 and unearned sponsorship and municipal assistance received in advance.

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 – CASH AND CATEGORIZED RISK

There are three categories of credit risk that apply to an organization's bank balances:

1. Insured by FDIC or collateralized with securities held by the government or by the government's agent in the government's name. In July 2010, Congress permanently increased the basic FDIC insurance coverage limit to $250,000.

2. Collateralized with securities held by the pledging financial institution's trust department or agent in the government's name.

3. Uncollateralized.

Bank balances as of June 30, 2019 are categorized below to give an indication of the credit risk assumed at year end.

| | Book Balance | Bank Balance |
|---|---|---|
| Insured deposits | $ 1,146,288 | $ 1,343,890 |
| Insured, short term certificate of deposit | 501,262 | 501,262 |
| Cash on hand | 116 | - |
| Uninsured | - | - |
| Total | $ 1,647,666 | $ 1,845,152 |

Bank balances as of June 30, 2018 are categorized below to give an indication of the credit risk assumed at year end.

| | Book Balance | Bank Balance |
|---|---|---|
| Insured deposits | $ 1,513,199 | $ 1,589,844 |
| Cash on hand | 150 | - |
| Uninsured | - | - |
| Total | $ 1,513,349 | $ 1,589,844 |

## NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable include funds due the Organization under various grant award agreements.

Accounts receivable as of June 30, 2019 and 2018 consisted of the following:

| | 2019 | 2018 |
|---|---|---|
| New Hampshire Department of Transportation | $ 9,964 | $ 111,231 |
| Vermont Agency of Transportation | 19,108 | 121,267 |
| Contracts | - | 107,361 |
| Federal and state excise tax | 32,921 | 29,727 |
| Bus sale proceeds | 18,250 | - |
| Bus sponsors | 1,276 | 4,364 |
| Total accounts receivable | $ 81,519 | $ 373,950 |

## NOTE 5 – RESTRICTED MUNICIPAL AND CONTRACT PLEDGES

| | 2019 | 2018 |
|---|---|---|
| Contributions: | | |
| Donor restricted contributions: | | |
| Town of Hanover | $ 136,683 | $ 132,702 |
| Town of Hartford | 79,362 | 77,050 |
| Town of Norwich | 13,514 | 13,120 |
| City of Lebanon | 121,221 | 117,690 |
| Town of Enfield | 5,253 | 5,100 |
| Town of Canaan | 9,270 | 9,000 |
| Dartmouth Hitchcock Medical Center | 115,087 | 111,735 |
| Dartmouth College | 505,000 | 178,814 |
| Total contributions | $ 985,390 | $ 645,211 |

## NOTE 6 – LINE OF CREDIT

The Organization has available a bank line of credit for any amount up to $200,000 at June 30, 2019 and 2018. 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 4.5%) for the year ended June 30, 2019 and 2018. There were no outstanding balances on this line of credit as of June 30, 2019 and 2018.

## NOTE 7 – NET ASSETS

Board Designated Net Assets

In June 2016, the Board approved the establishment of a Board designated capital reserve fund. The purpose of the fund is to segregate $200,000 to provide sufficient readily available funds to cover projected fiscal year grant local match amounts. During the fiscal year ended June 30, 2019, $130,665 was spent on required local grant match amounts for capital assets acquired, leaving a remaining balance of $69,335 at June 30, 2019.

In January 2016 the Board approved the establishment of a Board designated operating reserve fund. The purpose of the operating reserve fund is to segregate $1 million to safeguard the Organization's ability to pursue its mission and goals, run its programs, provide stable employment, and maintain ongoing operations to offset the financial impact of sudden expense increases, one-time unbudgeted expenses, un-anticipated losses in funding, temporary working capital requirements or uninsured losses. The amount of the operating reserve target minimum will be calculated annually as a part of the annual budget process by the Board of Directors Finance Committee.

The Executive Director, in consultation with the Treasurer and President of the Board, is delegated authority to use up to $200,000 of operating reserves for policy designated needs.

## NOTE 7 – NET ASSETS (Cont'd)

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 2019 but to be paid in 2020 and capital campaign pledges.

Net assets with donor restrictions are comprised of the following:

| | 2019 | 2018 |
|---|---|---|
| Net property, plant and equipment funded with restricted resources | $ 10,954,494 | $ 8,187,642 |
| Capital campaign contributions | 95,000 | - |
| Municipal and contract pledges | 985,390 | 645,211 |
| Total | $ 12,034,884 | $ 8,832,853 |

## NOTE 8 – NET ASSETS RELEASED FROM RESTRICTIONS

Net assets released from restrictions are as follows:

| | 2019 | 2018 |
|---|---|---|
| Purpose restrictions accomplished: | | |
| Depreciation | $ 948,991 | $ 637,650 |
| Expiration of time restrictions on contributions receivable | 645,211 | 636,748 |
| Expiration of purpose restrictions on bus disposals | 24,005 | 15,224 |
| Total net assets released from restrictions | $ 1,618,207 | $ 1,289,622 |

## NOTE 9 – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

## NOTE 10 – 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 Organization may match the employee's contribution up to 25% of the first 5% of the amount deferred and may limit that match to a maximum of 5% of employee salary deferrals. For the years ended June 30, 2019 and 2018 employer contributions to the plan amounted to $17,229 and $8,136, respectively.

## NOTE 11 – 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. This funding is renegotiated each year and is not guaranteed for future years beyond 2019. Loss of these funds could jeopardize the Organization's ability to continue its activities and operations.

## NOTE 12—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. Donor-restricted amounts that are available for use within one year for general purposes include the estimated payment of municipal and contract pledges receivable as of June 30, 2019 of $985,390.

| | June 30, 2019 | June 30, 2018 |
|---|---|---|
| Financial assets consist of: | | |
| Cash and cash equivalents | $ 1,647,666 | $ 1,513,349 |
| Accounts, municipal and pledges receivable | 1,091,909 | 1,359,317 |
| Total financial assets | 2,739,575 | 2,872,666 |
| Less those unavailable for general expenditures within one year, due to: | | |
| Donor-restricted to purchase of property and equipment | 95,000 | - |
| Financial assets available to meet cash needs for general expenditure within one year | $ 2,644,575 | $ 2,872,666 |

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 13 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 19, 2019, 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.

**ADVANCE TRANSIT, INC.**
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2019

| 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: | | | | |
| State of New Hampshire Department of Transportation: | | | | |
| Bus and Bus Facilities Formula Program | 20.526 | NH-34-0003/NH-2016-002 | $ 181,900 | $ 181,900 |
| Bus and Bus Facilities Formula Program | 20.526 | NH-34-0017/NH-2018-008 | 765,000 | 743,169 |
| Bus and Bus Facilities Formula Program | 20.526 | NH-34-0002/NH-2017-007 | 700,854 | 700,854 |
| State of Vermont Agency of Transportation: | | | | |
| Bus and Bus Facilities Formula Program | 20.526 | FT201603-061 | 686,157 | 686,157 |
| Bus and Bus Facilities Formula Program | 20.526 | FT201901-061 | 686,157 | 686,157 |
| Bus and Bus Facilities Formula Program | 20.526 | FT201901-051 | 12,800 | 8,760 |
| Subtotal CFDA 20.526 | | | | 3,006,997 |
| State of New Hampshire Department of Transportation: | | | | |
| Formula Grants for Rural Areas | 20.509 | NH-18-X049/NH-2017-020/NH-2018 009 | $ 1,742,847 | $ 1,742,847 |
| Formula Grants for Rural Areas | 20.509 | NH-18-X045 | 10,000 | 9,993 |
| State of Vermont Agency of Transportation: | | | | |
| Formula Grants for Rural Areas | 20.509 | FT201803-451 | 30,000 | 30,000 |
| Formula Grants for Rural Areas | 20.509 | FT201806-451 | 200,000 | 200,000 |
| Formula Grants for Rural Areas | 20.509 | FT201604-551 | 35,794 | 35,794 |
| Formula Grants for Rural Areas | 20.509 | FT201709-551 | 53,000 | 53,000 |
| Formula Grants for Rural Areas | 20.509 | FT201806-551 | 36,206 | 36,206 |
| Formula Grants for Rural Areas | 20.509 | FT201803-931 | 245,000 | 245,000 |
| Formula Grants for Rural Areas | 20.509 | FT201803-701 | 7,500 | 7,049 |
| Formula Grants for Rural Areas | 20.509 | FT201604-051 | 24,400 | 22,003 |
| Subtotal CFDA 20.509 | | | | 2,381,892 |
| Total Major Programs | | | | 5,388,889 |
| Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research | 20.505 | FT201705-051 | 18,203 | 17,088 |
| Total Other Programs | | | | 17,088 |
| **Total Expenditures of Federal Awards** | | | | $ 5,405,977 |

## 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, 2019. 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 2018 Catalog of Federal Domestic Assistance.

**Graham & Graham, P.C.**
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, 2019, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 19, 2019.

**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.

## 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 & Graham, P.C.

Graham & Graham, PC

Springfield, Vermont
September 19, 2019
VT Registration #92-0000282
NH Registration #659
ME Registration #FMF 10001129

## 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, 2019. 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, 2019.

## 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 + Graham, PC

Springfield, Vermont
September 19, 2019
VT Registration #92-0000282
NH Registration #659
ME Registration #FMF 10001129

**ADVANCE TRANSIT, INC.**
Schedule of Findings and Questioned Costs
Year Ended June 30, 2019

**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 – Bus and Bus Facilities Formula Program | 20.526 |
| U.S. Department of Transportation – Formal 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 Uniform Guidance: | **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, 2018

| President | Vice President | Treasurer |
|---|---|---|
| Matt Osborn<br>(Term ends 6/19) | Suzanne Prentiss<br>(Term ends 6/19) | Robert Starkey<br>(Term ends 6/21) |
| [redacted] | City Councilor, Ward 1 | [redacted] |
| White River Jct., VT 05001 | [redacted] | Hanover, NH 03755 |
| [redacted] | West Lebanon, NH 03784 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| Member At-Large | [redacted]<br>Lebanon Member | [redacted] |
| | | Member At-Large |
| **Secretary** | | |
| Carolyn Radisch<br>(Term ends 6/19) | Jim Tonkovich<br>(Term ends 6/19) | Bethany Fleishman<br>(Term ends 6/19) |
| [redacted] | [redacted] | Transportation Program Manager |
| Hanover, NH 03755 | Wilder, VT 05088 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | White River Junction, VT 05001 |
| Hanover Member | [redacted] | [redacted] |
| | Hartford Member | [redacted] |
| | | Hartford Member |
| | | |
| Jonathan D. Stearns<br>(Term ends 6/19) | Demo Sofronas<br>(Term ends 6/19) | Patrick O'Neill<br>(Term ends 6/20) |
| [redacted] | [redacted] | [redacted] |
| Lebanon, NH 03766 | Norwich, VT 05055-0405 | Windsor, VT 05089 |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| Member At-Large | Norwich Member | Member At-Large |
| | | |
| James L. Taylor<br>(Term ends 6/20) | Robert Houseman<br>(Term ends 6/20) | Nathan Miller (Term ends 6/21) |
| [redacted] | [redacted] | [redacted] |
| Enfield, NH 03748 | [redacted] | Lebanon, NH 03766 |
| [redacted] | Hanover, NH 03755 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| Enfield Member | [redacted] | Member At-Large |
| | Hanover | |

| | | |
|---|---|---|
| Mark Belliveau, (Term ends 6/21) | Jonathan Edwards (Term ends 6/21) | Rebecca Owens (Term ends 6/21) |
| [redacted] | [redacted] | Associate Planner |
| Hanover, NH 03755 | Hanover, NH 03755 | Planning and Development Dept. |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | Member At-Large | Lebanon, NH 03766 |
| [redacted] | | [redacted] |
| Member At-Large | | [redacted] |
| | | Lebanon Member |
| | | |

# Advance Transit Officers and Directors

## July 1, 2020

| President | Vice President | Treasurer |
|---|---|---|
| Matt Osborn<br>(Term ends 6/22) | Suzanne Prentiss<br>(Term ends 6/22) | Robert Starkey<br>(Term ends 6/21) |
| [redacted] | City Councilor, Ward 1 | [redacted] |
| White River Jct., VT 05001 | [redacted] | Hanover, NH 03755 |
| [redacted] | West Lebanon, NH 03784 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| **Member At-Large** | [redacted] | [redacted] |
| | **Lebanon Member** | **Member At Large** |
| | | |
| **Secretary** | | |
| Jim Tonkovich<br>(Term ends 6/21) | Mark Beliveau<br>(Term ends 6/21) | Bethany Fleishman<br>(Term ends 6/22) |
| [redacted] | [redacted] | Transportation Program Manager |
| Wilder, VT 05088 | Hanover, NH 03755 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | White River Junction, VT 05001 |
| [redacted] | [redacted] | [redacted] |
| **Hartford Member** | [redacted] | [redacted] |
| | **Hanover Member** | **Hartford Member** |
| | | |
| David Stewart<br>(Term end 6/23) | Demo Sofronas<br>(Term ends 6/22) | Patrick O'Neill<br>(Term ends 6/23) |
| [redacted] | [redacted] | [redacted] |
| [redacted] | Norwich, VT 05055-0405 | Windsor, VT 05089 |
| Hanover, NH 03755 | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | **Norwich Member** | **Member At-Large** |
| **Member At-Large** | | |
| | | |
| | | |
| James L. Taylor<br>(Term ends 6/23) | Robert Houseman<br>(Term ends 6/23) | Nathan Miller<br>(Term ends 6/21) |
| [redacted] | [redacted] | [redacted] |
| Enfield, NH 03748 | [redacted] | Lebanon, NH 03766 |
| [redacted] | Hanover, NH 03755 | [redacted] |
| [redacted] | [redacted] | [redacted] |
| **Enfield Member** | [redacted] | **Member At-Large** |
| | **Hanover Member** | |

07/11/19

| | | |
|---|---|---|
| Rebecca Owens (Term ends 6/21) | Kathie Nolet (Term ends 6/23) | |
| Associate Planner | [redacted] | |
| Planning and Development Dept. | Lebanon, NH 03766 | |
| [redacted] | [redacted] | |
| [redacted] | [redacted] | |
| Lebanon, NH 03766 | **Member At-Large** | |
| [redacted] | | |
| [redacted] | | |
| **Lebanon Member** | | |
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# Jennifer M. Baxter

## Objective

My objective is to secure a career position with an organization that has a purpose and mission that I relate to and respect. I want to work for an organization where I can contribute my knowledge an d experience derived from years of finance and human resources administration .

## Experience

February 18th, 2019 – Present
Advance Transit
Director of Finance & Administration
Wilder Vermont

- Reporting to the Executive Director, I oversee all of the finance, payroll, banking, and accounting functions, as well as all the analysis, compliance, budgeting, and forecast reporting.
- Oversee and manage the 5311 Grant cost allocation, administration, and billing to two States.
- Reponsible for all aspects of the Human Resources of the organization, including but not limited to benefits administration, employee recruitment, employee retention, employee training and development, workforce planning, policy and procedures, employee On-boarding, and vendor negotiations and relationships.
- Responsible for identifying areas in the organization where software and technology can potentially eliminate duplicate processing, inefficient systems involving time and resources.

November 3, 2014 to February 1, 2019
Green Mountain at Fox Run
Director of Finance & Administration
Ludlow Vermont

- Reporting to the Executive Director, I manage all of the finance, payroll, banking, and all accounting functions, as well as all the analysis, compliance, and forecast reporting to keep the business on track to meet revenue and expense targets of a $4 million dollar budget.
- Wrote a complete Policies & Procedures Manual for the entire accounting and finance processes.
- Responsible for all areas of the Human Resources Department for the organization, including the management of the 401K plan administration, health benefits, paid time off, performance appraisal system for all, a web based employee training program, and ensuring sound hiring policies and proper documentation of all employee relations matters.
- Directly manage five employees and six 1099 independent contractors
- Charged with the task of creating a new Employee Manual, a Policies and Procedures manual for all Human Resources related items, and the Policies & Procedures for Emergency Management, and our Environments of Care.
- Introduced and rolled out budgeting for five departments and created a system of procedures to ensure a smooth budgeting season that begins in September for the next calendar year.
- Implemented an employee performance appraisal system that is done annually in March for everyone. Implemented a new employee orientation program. Re-wrote job descriptions for all positions in 2018 as a precursor this year to the employee performance review system.

- Completed a six month study group program in the evening to earn my SHRM-CP (Society of Human Resources Management Certified Professional) certification. Valid till December 2020 and two thirds of the way through re-certification requirements needed by December 2020.

April 2014 to November 2014
Gifford Medical Center
Lead Accountant
Randolph Vermont

- Hired to assist with the setup of the Chart of Accounts and identifying how to separate expenses, income, and balance sheet items for a newly formed parent organization, Gifford Health Care that resulted from a new federal designation for Gifford Medical Center as an FQHC, Federal Qualified Health Care Center.
- Responsible for monthly closing entries to and from the two organizations to the General Ledger and in order to maintain separate Balance Sheets and Income Statements for each
- Responsible for making sure that direct and indirect expenses are allocated correctly to each organization
- Heavy use of Excel to manage data going into and out of the General Ledger
- Assisted with creating Budget FY15 files for each department within the hospital system
- Created a set of procedures for the existing Monthly Closing Accounting Entries
- Daily reconciliation of bank activity, checks cleared and deposits posted, to the hospital software

February 1, 2012 to April 2014
Town of Randolph
Staff Accountant
Randolph Vermont

- Responsible for draw downs, accounting and reconciliation, and progress reporting of twenty seven open Federal and State municipal, highway, FEMA, Cops, Homeland Security, Economic Development, and Community Development Grants.
- Manage the Utility billing and collection of funds, and negotiation of payment agreements of water and sewer accounts for 1000 residents of Randolph that are on the public water and sewer systems.
- Manage the Accounts Receivable for the Town of Randolph.
- Assist as back-up for bi-weekly Payroll consisting of 50 union and non-union employees
- Assist as back-up for semi-monthly Accounts Payable processing
- Researched, Applied and Wrote a Grant application and budget with the USDOJ and COPS for a research and development Grant, that if approved will put police officers in schools on a part-time basis.
- Bank account Reconciliations
- Quarterly Department Budget Review
- Monthly General Ledger balancing to sub-ledgers for Accounts Receivable and Accounts Payable
- Daily General Ledger entries and adjusting entries
- Created new or updated existing Procedure Manuals for town's own internal training use and for external Town auditor's verification of compliance with Checks and Balance Procedures and Procedures in general for Accounts Payable, Payroll, Accounts Receivable, and Utility Billing systems.

August 2006- October 2011

The Vermont Inn

Mendon Vermont

Innkeeper/Owner of a 16 room country Inn

Owned and operated the Inn and Restaurant. Personal areas of responsibility included guest relations, selling rooms, overseeing staff of 15, as well as managing all the accounting: accounts payable, receivable, banking. I handled the accounting functions and payroll using Quick Books... I also handled the marketing, website, and community public relations, and advertising.

- Researched and designed lodging packages for website that resulted in new lodging bookings
- Implemented the Inn's first guest survey system for the hotel and restaurant allowing us to manage results and improve return visits
- Oversaw successive upgrades of The Vermont Inn website with current travel industry trends: video, hyperlinks, improved photography, packages, blog, and social media networking links.
- Reached out to new markets of travel with local universities, colleges, and local camps and schools which resulted in additional lodging bookings
- Ramped up our international marketing by joining Discover New England and attending international tour operator conferences. Signed four new contracts for the Inn for the first time which resulted in additional lodging bookings.
- Upgraded PMS system (property management system) to allow us to have more windows friendly features including for the first time in the Inn's history, e-mail capabilities for confirmation letters direct from the PMS system.
- Created the Experience Central Vermont Blog using WordPress, the VermontInn Twitter account, and the VermontInn FaceBook page for marketing and communication to our current guests and future guests
- Implemented the first e-mail direct marketing program using Constant Contact. Grew this marketing effort to a contact list with over 4000 contacts and a 30% open rate for e-mail blast and newsletters.
- Member of the Killington Chamber of Commerce for 6 years and sat on Board of Directors for 2 years.

February 1993-July 2006

Diversified Lighting Associates, Inc.

Warminster PA

Controller

Started as an Assistant Controller and promoted to Controller for a growing lighting representative agency that expanded from thirty to fifty-five employees during my tenure there. Managed a five person support staff. Managed a team that was responsible for the sales reporting for all four branches. In addition, I oversaw all accounting: accounts payable, receivable, general ledger, and payroll. I was directly responsible for human resource related issues, including health insurance, 401k and FSA related issues

- Annual evaluation of group health plan which included many moves to plans that saved over $10,000 in annual premiums one year.
- Implemented a move for our 401K plan from a single account system to a fund company that allowed separate individual accounts for each employee with on-line access, lower fund fees and administrative expenses
- Proposed, researched, sold, and implemented a FSA plan in 2005 that resulted in $43,000 deferred taxable income with a 60% participation rate.
- Moved payroll from a phone-in payroll with Paychex in 2003 to a client based software system and then web based system allowing for improved efficiency
- Researched and oversaw the implementation of our DOS based Solomon III accounting system to a windows based Great Plains/Solomon IV application. The project was successful and came in under budget.

- Implemented a new sales employee expense report program for 40 sales rep employees that allowed for their Excel files to be imported directly into Solomon's AP accounting software.
- Improved month-end closing procedures with a sales tracking system, Oasis that allowed for monthly sales reporting and closings to be done more efficiently. This upgrade to the system allowed us to reduce staff by one and saved the organization $40,000 in payroll.
- Negotiation of all vendor contracts ranging from office supplies to telephone providers and insurance companies
- Implemented a database program using DataEase to monitor the purchase and location of the largest cost of goods sold for the company: our sample lighting fixtures.
- Managed four Novell networks and fifty-five workstations throughout the company. Acted as a call center for trouble for the three remote locations. I handled daily workstation related repairs and software issues. This allowed us to use a network consultant only when needed instead of employing a full-time IT manager
- Assisted in the development of the company's first website in 2000 and maintained edits to the page using Microsoft FrontPage 2000.

June 1988 – February 1993

Market Direct America

Princeton NJ

Business Manager

I was hired as an Office Manager for growing telemarketing agency and within two years was promoted to Business Manager. Responsible for accounting, human resources, payroll, sales reporting and audit of commission checks from clients

- Moved payroll from a phone-in payroll with ADP to a client software based system for improved efficiency
- Wrote an employee manual for the company
- Attended Novell network training off-site for three days so that I could support two locations of Novell networks.
- Responsible for tracking sales and reconciling commission checks from our clients
- Responsible for accounts payable, receivable, banking
- Managed and processed payroll for up to fifty employees

Education –

Society of Human Resources Management– Certified Professional (SHRM-CP) –6 month study program completed in December 2016. 40 out of 60 CEUs earned, post certification, towards December '19 renewal.

Rutgers University – New Brunswick New Jersey 1992-1993

Middlesex County College – Edison New Jersey 1985-1988

North Brunswick High School-North Brunswick New Jersey 1981-1985