



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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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
October 6, 2021

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$1,309,838.00 to Advance Transit, Inc. Wilder, Vermont (Vendor 166573) to procure four (4) replacement ADA-accessible transit buses effective upon Governor and Council approval through December 31, 2023. 91.89% Federal Funds, 8.11% Capital General Funds.

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

FY 2022

04-96-96-964010-2916	\$1,203,635.00
Public Transportation	
072-500575 Grants to Non-Profits-Federal	
04-096-096-960030-1673	\$106,203.00
17-228:1-XXII: A Aero, Rail, Transit	
034-500160 Major Equipment	

EXPLANATION

The NHDOT has approved a request for Federal Transit Administration (FTA) Section 5339 Bus & Bus Facility Program funding from Advance Transit, Inc. The funding is to replace two (2) 16-passenger ADA-accessible transit buses and two (2) 33-passenger ADA-accessible transit buses to be used in the provision of public transit service. Advance Transit, Inc. is a private, non-profit organization that provides rural public transportation in the Upper Valley region of New Hampshire and Vermont. Approximately three-fourths of Advance Transit's ridership and services are in New Hampshire, and one-fourths are in Vermont. Vermont and New Hampshire entered into a Memorandum of Understanding (MOU) with Advance Transit on September 30, 1993, to share the cost of transit services.

NHDOT released a public notice on August 27, 2020, announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program for SFY2021. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Five transit agencies applied by the October 12, 2020 deadline, and all five transit agencies were awarded funds for eligible projects. The five transit agencies are Advance Transit, Inc., Southwestern Community Services, VNA @ HCS, Community Action Program Belknap-Merrimack Counties, and

Tri-County Community Action Program. This project was not originally awarded along with Advance Transit's other projects due to NHDOT's concerns regarding the number of vehicles Advance Transit already had for their NH-based services. Advance Transit has since addressed those concerns by disposing of two additional vehicles that had met their useful life, allowing this project to move forward.

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) 30', 16-passenger diesel transit buses	76.0%	Awarded, pending G&C approval
Advance Transit		
(2) 35', 33-passenger diesel transit buses	75.2%	Awarded, pending G&C approval
Advance Transit		
On-board UV air purification system	73.2%	*Awarded, G&C approval on April 21, 2021 item# 25
Advance Transit		
Tablet computer & mount	73.0%	* Awarded, G&C approval on April 21, 2021 item# 25
Community Action Program Belknap-Merrimack County, Inc.		
16x2 Ford E450	78%	Awarded, NHDOT purchased through Purchase & Property
Community Action Program Belknap-Merrimack County, Inc.		

Safe Fleet vehicle inspection tool	80.7%	Awarded, NHDOT purchased through Purchase & Property
Community Action Program Belknap-Merrimack County, Inc.		
Route Match notification module	79.7%	Awarded, will be submitted to G&C for approval
Southwest Community Services		
Purchase and renovation of new transportation facility	67.3%	Partial Award (purchase only), will be submitted to G&C for approval
Southwest Community Services		
(2) Ford transit 350	72.3%	Awarded, NHDOT will purchase through Purchase & Property
Tri-County Community Action Program		
Ford transit 350	73.3%	Awarded, NHDOT will purchase through Purchase & Property
Tri-County Community Action Program		
New phone system	72.7%	Awarded, will be submitted to G&C for approval
VNA @ HCS		
Ford Transit 350EL	72.8%	Awarded, NHDOT purchased through Purchase & Property

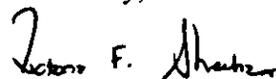
The total project cost is \$1,416,041.00, which includes \$1,203,635.00 (85%) FTA Section 5339 funds, \$106,203.00 (7.5%) State Capital and \$106,203.00 (7.5%) local agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of \$1,309,838.00. 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 be identified as the owner on the vehicle title, and NHDOT will be identified as the lien holder. Advance Transit 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
Commissioner

Attachments

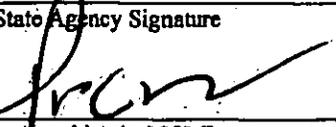
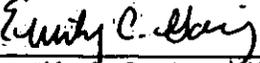
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03220-0483	
1.3 Contractor Name Advance Transit, Inc.		1.4 Contractor Address PO Box 1027, Billings Farm Road, Wilder VT 05088	
1.5 Contractor Phone Number 802-295-1824	1.6 Account Number 04-96-96-964010-2916 072-500575/04-096-096-960030-1673 034-500160	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$1,309,838.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 9/21/21		1.12 Name and Title of Contractor Signatory Matt Osborn, President	
1.13 State Agency Signature  Date: 11/7/21		1.14 Name and Title of State Agency Signatory Patrick C. Herlihy Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/31/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 9/21/21

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.

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 MD
Date 9/21/21

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.

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	Executed February 19, 2021
Certifications and Assurances	Executed February 19, 2021
2 CFR Part 200	
Financial Statement	Single Audit June 30, 2020 and 2019
Board of Directors	
Resumes	

ADVANCE TRANSIT, INC.

EXHIBIT A
SPECIAL PROVISIONS

N/A

ADVANCE TRANSIT INC.

EXHIBIT B

SCOPE OF SERVICES

A.1. The Contractor, Advance Transit, Inc. (hereinafter the "Contractor"), will procure the following capital items for use in accordance with requirements associated with its FTA Section 5311 public transportation service within the State:

- 1) Two (2) ADA-accessible small cutaway 16 + 2, diesel 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.**
 - a. 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 (2) small cutaway transit vehicles, not to exceed \$336,635.00 Federal funding. State capital funds will pay non-federal match of (7.5%), not to exceed \$29,703.00. Advance Transit will pay non-federal match of (7.5%), not to exceed \$29,703.00, for a total project cost of \$396,041.00.**

- 2) Two (2) ADA-accessible 35-foot, 33-passenger, diesel 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.**
 - a. 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 (2) 35-foot transit vehicles, not to exceed \$867,000.00 Federal funding. State capital funds will pay non-federal match of (7.5%), not to exceed \$76,500.00. Advance Transit will pay non-federal match of (7.5%), not to exceed \$76,500.00, for a total project cost of \$1,020,000.00.**

The Contractor may submit a written request to the NHDOT Commissioner's designated representative 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 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.

ADVANCE TRANSIT INC.

EXHIBIT C

BUDGET

B.1 The total contract amount is \$1,309,838.00 and is comprised of FTA Section 5339 funds (\$1,203,635.00) and State Capital Match (\$106,203.00), whereas the total project cost is \$1,416,041.00 and includes additional local matching funds (\$106,203.00) to be provided by Advance Transit. The table below summarizes the funds:

ITEM	Qty.	FUNDING			
		FTA 5339 Funds	State Capital Match	Agency Match	Total Project
ADA accessible 33-passenger, 35-foot diesel replacement bus	2	\$867,000	\$76,500	\$76,500	\$1,020,000
ADA accessible 16 + 2 cutaway diesel replacement bus	2	\$336,635	\$29,703	\$29,703	\$396,041
Funding source totals		\$1,203,635	\$106,203	\$106,203	\$1,416,041
Total Contract Funds		\$1,203,635	\$106,203	\$0	\$1,309,838

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 per 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: 0005343826



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

ADVANCE TRANSIT, INC.

ABSTRACT OF CORPORATE MINUTES

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

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

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

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

NOW, THEREFORE, BE IT

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

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

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution.

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


Van J. Chesnut
Assistant Secretary

9/21/21
(Date)

"No corporate seal."

STATE OF VERMONT
COUNTY OF WINDSOR

On 21st 2021, 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



ADVATRA-01

MKAVANAGH

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Hickok & Boardman Insurance Group 346 Shelburne Rd Burlington, VT 05401	CONTACT NAME: Melissa Kavanagh	
	PHONE (AG, No, Ext): (802) 383-1624	FAX (AG, No): (802) 658-0541
INSURED Advance Translt, Inc. PO Box 1027 Wildor, VT 05088	EMAIL ADDRESS: mkavanagh@hbinsurance.com	
	INSURER (S) AFFORDING COVERAGE	
	INSURER A: Acadia Insurance Company	NAIC # 31325
	INSURER B: Union Insurance Company	25844
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	CPA-5163286-17	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5474531-10	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$		CUA5474532-10	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA-5163286-17	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

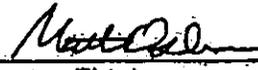
The Federal Transit Administration (FTA) Federal Fiscal Year 2021 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration 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.
Name of Agency

1/22/21
Date

Matt Osborn
Name of Authorized Official


Signature

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. _

Or,

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

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

Certifications and Assurances

Fiscal Year 2021

FTA. The criminal provisions of 18 U.S.C. § 1011 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 637



FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NH DOT)

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) Note: This total reflects only the FTA portion of the contract.*

Amount: \$1,203,635 Catalog of Federal Domestic Assistance (CFDA) number: 20.526 FTA
Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM
Federal Award Identification Number (FAIN): NH-2021-010 Federal Award Date: 6/18/21

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
NH DOT'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: TBD End Date: 12/31/23



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

For Federal Fiscal Year: 2022 Section: 5339 Amount: \$1,203,635.00

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

This is the original FTA contract amount

For Federal Fiscal Year: 2022 Section: 5339 Amount: \$1,203,635.00

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.

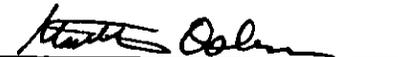
The subrecipient, Advance Transit, Inc., agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) 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: 9/21/21

Name of authorizing subrecipient official: Matthew Osborn

Title of authorizing subrecipient official: President

Signature of authorizing subrecipient official: 

ADVANCE TRANSIT, INC.

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

June 30, 2020 and 2019

ADVANCE TRANSIT, INC.

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Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of Advance Transit, Inc. (A New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, 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
174 Court Street, Laconia, NH 03246 603-527-8721 Fax 603-527-8187
Website: www.grahamco.com

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Advance Transit, Inc. as of June 30, 2020 and 2019, 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 August 19, 2020, on our consideration of Advance Transit, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Graham & Veroff, P.C.

Graham & Veroff, P.C.

Springfield, Vermont

August 19, 2020

VT Reg. #92-0000282

NH Registration #659

ME Registration #FMF 10001129

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

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

Website: www.grahamcpa.com

ADVANCE TRANSIT, INC.
STATEMENTS OF FINANCIAL POSITION
As of June 30, 2020 and 2019

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,125,172	\$ 1,647,666
Accounts receivable	800,753	81,519
Restricted municipal and contract pledges receivable	986,691	985,390
Pledges receivable	-	25,000
Prepaid expenses	110,695	137,392
Inventory	205,044	201,213
Total current assets	4,228,355	3,078,180
PROPERTY AND EQUIPMENT		
Land	263,358	263,358
Land improvements	47,804	47,804
Buildings and improvements	4,357,300	4,357,300
Transportation equipment	11,557,174	10,592,573
Communication and radio equipment	93,511	124,215
Office and shop equipment	701,521	739,695
	17,020,668	16,124,945
Less accumulated depreciation and amortization	6,027,752	5,085,166
Property and equipment, net	10,992,916	11,039,779
TOTAL ASSETS	\$ 15,221,271	\$ 14,117,959
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 68,596	\$ 26,731
Accrued payroll expenses	235,519	199,544
Deferred revenue	40,814	1,607
Total current liabilities	344,929	227,882
LONG-TERM LIABILITIES		
Paycheck Protection Program note payable	673,300	-
Total liabilities	1,018,229	227,882
NET ASSETS		
Without donor restrictions		
Designated		
Capital reserve	576,369	69,335
Operating reserve	1,500,000	1,200,000
Undesignated	91,320	585,858
With donor restrictions	12,035,353	12,034,884
Total net assets	14,203,042	13,890,077
TOTAL LIABILITIES AND NET ASSETS	\$ 15,221,271	\$ 14,117,959

See Accompanying Notes to Financial Statements

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

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

See Accompanying Notes to Financial Statements

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Federal government: section 5311, operating	\$ 2,342,847	\$ -	\$ 2,342,847
Federal and state government: section 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	<u>1,618,207</u>	<u>(1,618,207)</u>	<u>-</u>
Total revenue and support	<u>5,571,238</u>	<u>2,825,479</u>	<u>8,396,717</u>
EXPENSES			
Program Services			
Public and other transportation	<u>4,842,561</u>	<u>-</u>	<u>4,842,561</u>
Total program services	<u>4,842,561</u>	<u>-</u>	<u>4,842,561</u>
Support Services			
General and Administrative	534,372	-	534,372
Fundraising	<u>71,197</u>	<u>-</u>	<u>71,197</u>
Total support services	<u>605,569</u>	<u>-</u>	<u>605,569</u>
Total expenses	<u>5,448,130</u>	<u>-</u>	<u>5,448,130</u>
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	<u>2,108,637</u>	<u>8,832,853</u>	<u>10,941,490</u>
Net assets, end of year	<u>\$ 1,855,193</u>	<u>\$ 12,034,884</u>	<u>\$ 13,890,077</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020

	Program Services		Support Services		Total
	Public and Other Transportation	General and Administrative	Fundraising	Total Support Services	
Expenses:					
Salaries	\$ 2,349,087	\$ 301,923	\$ 50,483	\$ 352,406	\$ 2,701,493
Payroll Taxes	184,555	30,691	-	30,691	215,246
Benefits	733,220	88,853	-	88,853	822,073
Fuel	233,911	939	-	939	234,850
Repairs	246,928	789	-	789	247,717
RTAP Grant	4,041	-	-	-	4,041
Consulting	31,241	63,619	-	63,619	94,860
Office	105,614	71,851	27,264	99,115	204,729
Insurance	288,022	14,548	-	14,548	302,570
Travel	5,060	1,935	-	1,935	6,995
Uniforms	20,026	-	-	-	20,026
Building	139,462	-	-	-	139,462
Parts Inventory	7,429	-	-	-	7,429
Depreciation	1,058,458	62,729	-	62,729	1,121,187
Total expenses	<u>\$ 5,407,054</u>	<u>\$ 637,877</u>	<u>\$ 77,747</u>	<u>\$ 715,624</u>	<u>\$ 6,122,678</u>

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
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	18,540	-	-	-	18,540
Consulting	58,508	39,001	-	39,001	97,509
Office	60,692	78,097	21,647	99,744	160,436
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	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.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 312,965	\$ 2,948,587
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,121,187	932,448
Gain (loss) on disposal of equipment	(2,072)	(22,992)
(Increase) decrease in accounts receivable	(719,234)	292,431
(Increase) decrease in municipal and contract pledges receivable	(1,301)	(340,179)
(Increase) decrease in pledges receivable	25,000	(25,000)
(Increase) decrease in prepaid expenses	26,697	(24,079)
(Increase) decrease in inventory	(3,831)	74,453
Increase (decrease) in accounts payable	41,865	(40,401)
Increase (decrease) in accrued payroll expenses	35,975	11,975
Increase (decrease) in deferred revenue	39,207	(7,217)
NET CASH PROVIDED BY OPERATING ACTIVITIES	876,458	3,800,026
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,072,252)	(3,712,834)
Proceeds from the sale of equipment	-	47,125
NET CASH USED IN INVESTING ACTIVITIES	(1,072,252)	(3,665,709)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of long-term debt	673,300	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	673,300	-
NET INCREASE IN CASH	477,506	134,317
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,647,666	1,513,349
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 2,125,172	\$ 1,647,666

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

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.

The Organization's bank deposit account balances are Federal Deposit Insurance Corporation insured up to \$250,000, and any excess amounts are fully collateralized by the pledge of eligible collateral by the depository bank. The Association has not experienced any losses with these accounts. Management believes the Association is not exposed to any significant credit risk on cash.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (continued)

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

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2017, 2018, and 2019 are subject to examination by the IRS, generally for three years after they were filed.

Property and Equipment

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

	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 50
Transportation equipment	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, local grant match pledges, and advertising income covering periods beyond June 30, 2020 and unearned sponsorship and municipal assistance received in advance of the period to which the revenue relates.

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.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable include funds due the Organization under various grant award agreements. Accounts receivable as of June 30, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
New Hampshire Department of Transportation	\$ 481,963	\$ 9,964
Vermont Agency of Transportation	263,876	19,108
Contracts	31,109	-
Federal and state excise tax	23,558	32,921
Bus sale proceeds	-	18,250
Bus sponsors	247	1,276
Total accounts receivable	<u>\$ 800,753</u>	<u>\$ 81,519</u>

NOTE 4 – RESTRICTED MUNICIPAL AND CONTRACT PLEDGES RECEIVABLE

	<u>2020</u>	<u>2019</u>
Contributions:		
Donor restricted contributions:		
Town of Hanover	\$ 147,150	\$ 136,683
Town of Hartford	81,743	79,362
Town of Norwich	13,514	13,514
City of Lebanon	121,221	121,221
Town of Enfield	5,253	5,253
Town of Canaan	9,270	9,270
Dartmouth Hitchcock Medical Center	118,540	115,087
Dartmouth College	490,000	505,000
Total	<u>\$ 986,691</u>	<u>\$ 985,390</u>

NOTE 5 – LINE OF CREDIT

The Organization has available a bank line of credit for any amount up to \$200,000 at June 30, 2020 and 2019. The line of credit is due on demand and secured by the business assets of the Organization. Draws on the line of credit bear interest based on the Wall Street Journal Prime rate (currently indexed to 3.25%) for the year ended June 30, 2020 and 2019. There were no outstanding balances on this line of credit as of June 30, 2020 and 2019.

NOTE 6 – PAYROLL PROTECTION PROGRAM NOTE PAYABLE

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

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 6 – PAYROLL PROTECTION PROGRAM NOTE PAYABLE (Continued)

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

The Loan, which was in the form of a Note dated April 16, 2020 issued by the Borrower, matures on April 16, 2022 and bears interest at a rate of 1% per annum, payable monthly commencing on November 6, 2020. The Note may be prepaid by the Borrower at any time prior to maturity with no prepayment penalties. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, rent, interest and utilities, incurred during the covered period (24-week period commencing April 16, 2020 through October 1, 2020). The Organization intends to use the entire Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

NOTE 7 – NET ASSETS

Board Designated Net Assets

In June 2016, the Board approved the establishment of a Board designated capital reserve fund. In November of 2018 the Board approved a change that modified the purpose to include funds committed for the coming fiscal year as part of the budget process and amounts that are beyond that period but reasonably certain to be incurred.

This figure will be adjusted as capital match requirements change. Effective with fiscal year 2020, the capital match reserve was set at \$213,612. During the fiscal year ending June 30, 2020, \$96,270 was spent on required local grant match amounts for capital assets acquired, leaving a remaining balance of \$103,730 at June 30, 2020. This was reset on June 30, 2020 to \$576,369 to cover capital local match as identified in the Board approved FY 2021 budget.

In January 2016 the Board approved the establishment of a Board designated operating reserve fund. The purpose of the operating reserve fund is to set aside approximately three months of operating expenses for the organization, which was at that time the reserve was created, identified as \$1 million and for June 30, 2020 is now \$1.5 million. The amount of the operating reserve target minimum will be re-calculated annually and as a part of the annual budget process by the Board of Directors' Finance Committee.

The Executive Director, after consultation with the Finance Committee, is delegated authority to use up to \$200,000 of operating reserves for policy designated needs.

Board Designated Net Assets

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

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 7 – NET ASSETS (Continued)

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 2020 but to be paid in 2021 and capital campaign pledges.

Net assets with donor restrictions are comprised of the following:

	<u>2020</u>	<u>2019</u>
Net property, plant and equipment funded with restricted resources	\$ 11,003,898	\$ 10,954,494
Capital campaign contributions	5,000	95,000
Orange/yellow line local match contribution	39,764	-
Municipal and contract pledges	<u>986,691</u>	<u>985,390</u>
Total	<u>\$ 12,035,353</u>	<u>\$ 12,034,884</u>

Net assets released from restrictions are as follows:

	<u>2020</u>	<u>2019</u>
Purpose restrictions accomplished:		
Depreciation on restricted assets	\$ 1,117,848	\$ 948,991
Expiration of time restrictions on contributions receivable	985,390	645,211
Expiration of purpose restrictions on bus disposals	<u>-</u>	<u>24,005</u>
Total net assets released from restrictions	<u>\$ 2,103,238</u>	<u>\$ 1,618,207</u>

NOTE 8 – 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 currently matches 25% on the first 5% of employee deferrals. For the years ended June 30, 2020 and 2019 employer contributions to the plan amounted to \$19,039 and \$17,229, respectively.

NOTE 9 – 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 2020. Loss of these funds could jeopardize the Organization’s ability to continue its activities and operations.

ADVANCE TRANSIT, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 10 – 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, 2020 of \$986,691.

	June 30, 2020	June 30, 2019
Financial assets consist of:		
Cash and cash equivalents	\$ 2,125,172	\$ 1,647,666
Accounts, municipal and pledges receivable	1,787,444	1,091,909
Total financial assets	3,912,616	2,739,575
Less those unavailable for general expenditures within one year, due to:		
Donor restrictions	44,764	95,000
 Financial assets available to meet cash needs for general expenditure within one year	 \$ 3,867,852	 \$ 2,644,575

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 August 19, 2020, 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, 2020

Federal Grantor Agency and Program Title	CFDA Number	Pass-Through Identifying Number	Program or Award Amount	Awards Expended
U.S. Department of Transportation				
Major Programs:				
<u>State of Vermont Agency of Transportation:</u>				
Bus and Bus Facilities Formula Program	20.526	FT201901-061	\$ 163,200	\$ 137,094
Bus and Bus Facilities Formula Program	20.526	FT040021-051	12,016	11,471
Bus and Bus Facilities Formula Program	20.526	FT201901-071	765,000	743,168
Subtotal CFDA 20.526				891,733
<u>State of New Hampshire Department of Transportation:</u>				
Formula Grants for Rural Areas	20.509	NH-18-X050/NH-2018-009 & NH-18-0001/NH-2019-015/NH-2020-007/NH-18-0002	2,365,566	2,365,566
Formula Grants for Rural Areas	20.509	NH-18-X045	10,000	-
<u>State of Vermont Agency of Transportation:</u>				
Formula Grants for Rural Areas	20.509	COVIDFTA-900	502,501	177,594
Formula Grants for Rural Areas	20.509	COVIDFTA-401	61,344	51,729
Formula Grants for Rural Areas	20.509	FT201803-931	17,419	17,419
Formula Grants for Rural Areas	20.509	FT201903-931	220,152	159,852
Formula Grants for Rural Areas	20.509	FT201904-451	172,500	172,500
Formula Grants for Rural Areas	20.509	FT201903-451	57,500	57,500
Formula Grants for Rural Areas	20.509	FT201903-551	20,000	20,000
Formula Grants for Rural Areas	20.509	FT201904-551	110,000	110,000
Formula Grants for Rural Areas	20.509	FT201904-851	162,560	126,924
Formula Grants for Rural Areas	20.509	FT201903-701	3,000	2,332
Formula Grants for Rural Areas	20.509	FT201603-051	6,000	4,356
Formula Grants for Rural Areas	20.509	FT201604-051	6,720	5,428
Subtotal CFDA 20.509				3,271,200
Total Major Programs				4,162,933
Total Expenditures of Federal Awards				\$ 4,162,933

ADVANCE TRANSIT, INC.
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

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, 2020. 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 2019 Catalog of Federal Domestic Assistance.

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standard*, issued by the Comptroller General of the United States, the financial statements of Advance Transit, Inc. (the "Organization"), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated August 19, 2020.

Internal Control over Financial Reporting

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

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

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

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* (Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Graham & Veroff, P.C.

Graham & Veroff, P.C.

Springfield, Vermont

August 19, 2020

VT Registration #92-0000282

NH Registration #659

ME Registration #FMF 10001129

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

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

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

Report on Compliance for Each Major Federal Program

We have audited Advance Transit, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2020. 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, 2020.

Graham & Veroff

Certified Public Accountants
Business Advisors & Management Consultants

The Solution Group

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

Report on Internal Control over Compliance

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

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Graham & Veroff, PC

Graham & Veroff, P.C.

Springfield, Vermont

August 19, 2020

VT Registration #92-0000282

NH Registration #659

ME Registration #FMF 10001129

ADVANCE TRANSIT, INC.
Schedule of Findings and Questioned Costs
Year Ended June 30, 2020

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 – Formula Grants for Rural Areas	20.509

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

Auditee qualified as a low risk auditee under Section 200.520 of the *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, 2021

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

RESUME

Mr. Christopher Andreasson

Jan 15, 2021

Education:

Bachelor of Arts, City College of New York, 1974

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

Work History:

Advance Transit, Inc.

July 7, 2008 to present

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

Vermont Transit Co., Inc.

April 1, 2008 - June 30, 2008

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

October 2000 - March 31, 2008

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

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

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

1996-2000

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

1974-1995

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

Other Work

Substitute Teacher Hartford Middle School, mid 1980s

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

Civic Activities:

Wilder Elementary PTA President, 1989

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

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

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

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

Elected President in 2007 of the New England Bus Association.

Van J. Chesnut

RESUME

January 15, 2021

Experience

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

Executive Director

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

1984 – 1987 Cardinal Center Warsaw, Indiana

Director, Kosciusko Area Bus Service

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

1982-1984 City of Stevens Point Stevens Point, Wisconsin

Transit Manager

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

1979-1982 United Developmental Services Columbus, Indiana

Transportation Manager

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

Education

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

Memberships and Honors

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

Chair, New Hampshire Transit Association

Board of Directors, Vermont Public Transportation Association

Member, Upper Valley Transportation Management Association

Board of Directors, New England Transportation Institute and Museum

Transportation Research Board Panels:

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

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

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

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

Member Hanover Rotary, Hanover New Hampshire

References

Furnished Upon Request