



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

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

Bureau of Rail & Transit
October 2, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$421,127 to Cooperative Alliance for Seacoast Transportation (COAST) Vendor 155553, Portsmouth, NH, to provide a portion of the non-federal funds required to match Federal Transit Administration (FTA) operating, effective upon Governor and Executive Council approval through June 30, 2025. 100% State General Funds.

Funding is available as follows for SFY 2024 and SFY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>SFY 2024</u>	<u>SFY 2025</u>
04-96-96-964010-2916 Public Transportation		
073-509074 Grant Non-Federal	\$32,000	\$389,127

EXPLANATION

COAST is an established public body that operates urban public transportation in the Strafford and Rockingham County regions of New Hampshire.

The Department's approved SFY 2024 and SFY 2025 operating budget includes \$2,283,289 of state general funds to assist 10 public transit systems with matching FTA Section 5307 Urbanized Area Formula operating funds over the biennium; the FTA funds for this period have been allocated and will be directly administered by FTA. An annual base funding amount was allocated to each system resulting from tiered levels of public transit ridership and additional funding was provided based on incremental non-federal matching funds each system needed to access increased FTA operating funds apportioned under the Bipartisan Infrastructure Law (BIL).

The recipient transit agencies and the New Hampshire Transit Association were consulted as part of this multi-step allocation effort and it was realized that the rural public transit operators, as a whole, needed incremental matching funds to access BIL funding in both years, whereas the urban public transit providers did not need additional matching funds to leverage BIL funding until SFY 2025. As such, budgeted state operating match funds have been programmed in the amount of \$602,494 for SFY 2024 and \$1,680,793 in SFY 2025, totaling \$2,283,287 for the biennium, in accordance with the following distribution table:

AGENCY	CATEGORY	TOTAL 2024	TOTAL 2025	TOTAL BIENNIUM
Advance Transit	Rural	\$166,165	\$166,165	\$332,330
BMCAP-Concord Area Transit	Rural	\$166,165	\$166,165	\$332,330
COAST	Urban	\$32,000	\$389,127	\$421,127
Manchester Transit Authority (including CART)	Urban	\$40,000	\$493,633	\$533,633
City of Nashua (Nashua Transit System)	Urban	\$32,000	\$299,539	\$331,539
Southwestern Community Services	Rural	\$41,541	\$41,541	\$83,082
TCCAP Carroll County Transit	Rural	\$41,541	\$41,541	\$83,082
TCCAP North Country Transit	Rural	\$41,541	\$41,541	\$83,082
VNA @ HCS Keene City Express	Rural	\$41,541	\$41,541	\$83,082
Total ridership distribution		\$602,494	\$1,680,793	\$2,283,287

The eight agencies operating NH's 10 public transit systems are listed in the table above and separate contracts for each agency will be submitted to Governor and Executive Council for approval. The state operating match funds will assist these agencies in meeting the non-federal matching requirements of 50% for operating expenses.

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

Your approval of this contract is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

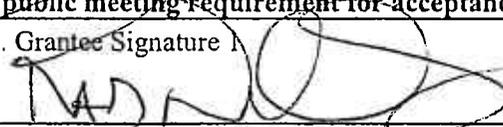
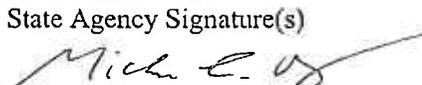
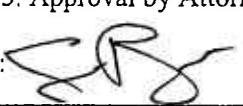
Subject: SFY 2024-2025 State Operating Match

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Transportation		1.2. State Agency Address PO Box 483 & Hazen Dr. Concord, NH 03302-0483	
1.3. Grantee Name Cooperative Alliance for Seacoast Transportation DBA: COAST		1.4. Grantee Address 42 Sumner Drive, Dover, NH 03820-5451	
1.5 Grantee Phone # 603-743-5777	1.6. Account Number 04-96-96-964010-2916-073 -509074	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$421,127.00
1.9. Grant Officer for State Agency Frederick Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10. State Agency Telephone Number 603-271-2565	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 RAD Nichols, Executive Director	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Michelle L. Winters Director of Aeronautics, Rail & Transit	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 10/19/2023			
1.16. Approval by Governor and Council (if applicable)			
By: _____ On: _____			

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

Contractor Initials 
Date 9/27/23

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephons calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.2. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 - 12.3. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials REN
 Date 9/27/23

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials
 Date 9/27/23

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA:
COAST
EXHIBITS TO CONTRACT**

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

Certificate of Good Standing - Exemption

Certificate of Corporate Vote

Certificate of Insurance

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
EXHIBIT A
SPECIAL PROVISIONS**

There are no modifications, deletions; or additions to the General Provisions in Form G-1.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
EXHIBIT B
SCOPE OF SERVICES

B.1 Cooperative Alliance for Seacoast Transportation (COAST), (hereinafter the "Grantee") shall follow the terms and conditions applicable to State Operating Match funds.

1.1 State funds shall be used to provide a portion of the non-federal funds required to match Federal Transit Administration (FTA) operating funds for public transportation services provided by the Grantee, which are further detailed on the Grantee's website.

1.2 State Operating Match funds will be provided by the State as shown in Exhibit C.

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
EXHIBIT C
BUDGET**

C.1 The Grant Limitation, as defined in Section 1.8 of the Grant Agreement, are respective of State Operating Match funds and is granted as follows:

State Operating Match	FY 2024	FY 2025
COAST	\$32,000	\$389,127
Total Two-Year State Operating Match	\$421,127	

1.1 Funds are contingent upon State appropriations.

C.2 Reimbursement of State Operating Match shall be requested via monthly invoices until Operating Funds are fully expended.

C.3 The Grantee's submitted invoices shall indicate the month(s) for which the State Operating Match is being applied and the amount of FTA funds the State Operating Match is leveraging, and the FTA grant program from which the Grantee will draw down the FTA funds.

**COOPERATIVE ALLIANCE FOR SEACOST TRANSPORTATION, DBA: COAST
CERTIFICATE OF GOOD STANDING EXEMPTION**

Cooperative Alliance for Seacoast Transportation (COAST) does not need a Certificate of Good Standing because they are an established "public body" per RSA 239:2.

TITLE XX TRANSPORTATION

CHAPTER 239 COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

Section 239:2

239:2 Cooperative Alliance for Seacoast Transportation Established. – There is hereby established a public body corporate and politic having a distinct legal existence separate from the state and not constituting a department or agency of the state government to be known as the Cooperative Alliance for Seacoast Transportation, also known as COAST. The public purpose of COAST is to acquire, own, and operate or cause to be operated a regional mass transportation system.

Source. 1985, 185:1, eff. July 27, 1985.



CORPORATE RESOLUTION

I, Dennis Shanahan (name), hereby certify that I am a duly elected Officer of the Cooperative Alliance for Seacoast Transportation (COAST). I hereby certify the following is a true copy of a vote taken at a meeting of the duly authorized Executive Committee of the Board of Directors, duly called and held on September 27, 2023, at which a quorum of the Committee were present and voting.

VOTED: That **Rad Nichols, Executive Director** is duly authorized to enter into contracts or agreements on behalf of COAST with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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 it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 9/27/23

Attest: 
Signature

Dennis Shanahan, Chairman of the Board
Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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. 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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kari Lee PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: manch.certs@crossagency.com		FAX (A/C, No): (603) 645-4331	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: National Interstate Ins. Co.		32620	
INSURED Cooperative Alliance for Seacoast Transportation 42 Sumner Drive Dover NH 03820		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 23-24 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLR024180503	11/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAR024180503	11/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 250,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ERXR024180503	11/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$
								\$
	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/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability over the Auto Liability Per Occurrence			DDX024180503	11/01/2023	10/01/2024	Limit	\$ 4,750,000
							Deductible	\$250,000

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

Public Officials Liability
 POL0951406-05
 11/01/2023 - 10/01/24
 Indian Harbor Insurance Co
 Limit: \$1,000,000

CERTIFICATE HOLDER		CANCELLATION	
NHDOT, Bureau of Rail and Transit Attn: Paula Bennett 7 Hazen Drive, PO Box 483 Concord NH 03302-0483		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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ADDITIONAL REMARKS SCHEDULE

AGENCY Cross Insurance-Manchester		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Abuse & Molestation Liability
 SML02281A23
 11/01/2023 - 10/01/24
 Lloyd's of London
 Limit: \$1,000,000

Internal Revenue Service

Department of the Treasury

Attachment #17

District 5310 RCC Grant SFY22/23
Director COAST/ACT

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

Date: OCT 01 1984

Cooperative Alliance for Seacoast
Transportation
1 Water Street
Exeter, NH 03833Employer Identification Number:
02-0362579
Our Letter Dated:
August 31, 1982
Person to Contact:
H. Lawrence
Contact Telephone Number:
(617) 223-6434

Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

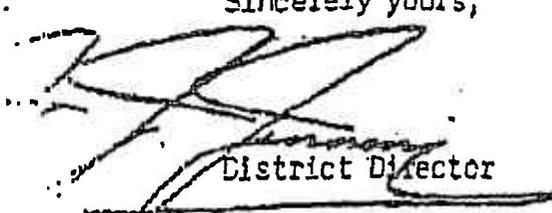
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the Code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service has given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


District Director

cc:

Letter 1050(DO)(7-77)

**COOPERATIVE ALLIANCE
FOR SEACOAST TRANSPORTATION**

**FINANCIAL STATEMENTS
AND SUPPLEMENTAL DATA**

**FOR THE YEARS ENDED
SEPTEMBER 30, 2022 AND 2021**

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

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**F.G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION**

*Ninety Eight Salmon Street
Manchester, New Hampshire 03104*

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FAX 603-668-6751
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MEMBERS OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

December 24, 2022

To the Board of Directors
of the Cooperative Alliance for Seacoast Transportation

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statements of financial position as of September 30, 2022 and 2021, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Cooperative Alliance for Seacoast Transportation as of September 30, 2022 and 2021, 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.

Basis for Opinion

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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Cooperative Alliance for Seacoast Transportation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative Alliance for Seacoast Transportation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative Alliance for Seacoast Transportation's ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of grant expenditures are presented for purposes of additional analysis and are 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 schedules of grant expenditures are 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 December 24, 2022, on our consideration of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and compliance.

*F. G. Briggs, Jr., CPA
Professional Association*

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2022 AND 2021

ASSETS

	2022	2021
Assets		
Cash and equivalents	\$ 1,975,763	\$ 1,494,157
Accounts receivable - grants	571,924	430,178
Accounts receivable - other	99,313	178,365
Prepaid expenses	45,849	39,123
Inventories	106,369	86,865
Structures and equipment, net	4,206,913	2,610,456
TOTAL ASSETS	\$ 7,006,131	\$ 4,839,144

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	\$ 215,364	\$ 149,269
Accrued expenses	302,703	252,183
Refundable advances	78,972	43,787
TOTAL LIABILITIES	597,039	445,239
Net Assets		
Net assets without donor restrictions	6,409,092	4,393,905
Total Net Assets	6,409,092	4,393,905
TOTAL LIABILITIES AND NET ASSETS	\$ 7,006,131	\$ 4,839,144

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	2022	2021
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support		
Federal grants - operating and planning	\$ 4,754,792	\$ 4,585,747
State and local match - operating and planning	1,491,834	1,435,501
Ridership revenue	308,136	291,688
Advertising revenue	212,807	118,745
Other revenue (losses)	(13,603)	12,097
Interest income	2,281	1,804
Total Without Donor Restrictions Support	6,756,247	6,445,582
Expenses		
Program	5,479,575	5,942,148
Administration	1,340,637	712,498
Fundraising	24,044	20,697
Total Expenses	6,844,256	6,675,343
Change in Net Assets from Operations	(88,009)	(229,761)
Other Changes		
Federal grants - capital	1,897,693	238,310
Local match - capital	205,503	16,569
Total Other Changes	2,103,196	254,879
Change in Net Assets Without Donor Restrictions	2,015,187	25,118
Net Assets Without Donor Restrictions, Beginning of Year	4,393,905	4,368,787
Net Assets Without Donor Restrictions, End of Year	\$ 6,409,092	\$ 4,393,905

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
STATEMENT OF FUNCTIONAL EXPENSES
SEPTEMBER 30, 2022

	<u>Transit</u>	<u>Maintenance</u>	<u>Other Program</u>	<u>Total Program</u>	<u>Admin- istration</u>	<u>Fund- raising</u>	<u>Total Supporting Services</u>	<u>Total Expenses</u>
Drivers' salaries	\$ 1,294,000	\$ -	\$ -	\$ 1,294,000	\$ -	\$ -	\$ -	\$ 1,294,000
Operations and administrative salaries	763,858	317,656	210,475	1,291,989	423,642	14,293	437,935	1,729,924
Payroll taxes	155,230	24,657	15,857	195,744	30,813	1,093	31,906	227,650
Benefits	525,412	112,190	60,459	698,061	146,438	4,457	150,895	848,956
Insurance and other fees	46,205	5,666	-	51,871	480,292	-	480,292	532,163
Advertising	6,279	-	1,241	7,520	134,013	-	134,013	141,533
Consulting services	3,090	-	2,879	5,969	43,385	-	43,385	49,354
Mechanical services	-	62,744	-	62,744	-	-	-	62,744
Other services	59,345	17,047	161,507	237,899	21,807	-	21,807	259,706
Facilities cleaning	-	17,261	-	17,261	-	-	-	17,261
Fuel/oil	539,166	-	-	539,166	-	-	-	539,166
Tires, parts and supplies	39,262	145,849	-	185,111	-	-	-	185,111
Occupancy	-	45,049	12,146	57,195	27,540	3,060	30,600	87,795
Dues and subscriptions	925	-	-	925	9,319	-	9,319	10,244
Travel and training	1,066	-	-	1,066	5,102	-	5,102	6,168
Telephone	14,863	1,239	-	16,102	6,013	-	6,013	22,115
Office supplies	30,596	130	-	30,726	10,270	1,141	11,411	42,137
Depreciation	773,276	12,950	-	786,226	2,003	-	2,003	788,229
Total Expenditures	<u>\$ 4,252,573</u>	<u>\$ 762,438</u>	<u>\$ 464,564</u>	<u>\$ 5,479,575</u>	<u>\$ 1,340,637</u>	<u>\$ 24,044</u>	<u>\$ 1,364,681</u>	<u>\$ 6,844,256</u>

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
STATEMENT OF FUNCTIONAL EXPENSES
SEPTEMBER 30, 2021

	<u>Transit</u>	<u>Maintenance</u>	<u>Other Program</u>	<u>Total Program</u>	<u>Admin- istration</u>	<u>Fund- raising</u>	<u>Total Supporting Services</u>	<u>Total Expenses</u>
Drivers' salaries	\$ 1,381,370	\$ -	\$ -	\$ 1,381,370	\$ -	\$ -	\$ -	\$ 1,381,370
Operations and administrative salaries	777,888	316,761	199,549	1,294,198	336,090	11,883	347,973	1,642,171
Payroll taxes	168,331	24,717	15,400	208,448	25,425	909	26,334	234,782
Benefits	357,832	91,055	48,748	497,635	118,886	3,728	122,614	620,249
Insurance and other fees	60,889	424,354	-	485,243	23,268	-	23,268	508,511
Advertising	4,826	-	1,560	6,386	56,135	-	56,135	62,521
Consulting services	2,593	-	13,161	15,754	63,537	-	63,537	79,291
Mechanical services	-	85,959	-	85,959	-	-	-	85,959
Other services	49,308	34,607	102,583	186,498	20,902	-	20,902	207,400
Facilities cleaning	61	17,843	-	17,904	-	-	-	17,904
Fuel/oil	423,504	-	-	423,504	-	-	-	423,504
Tires, parts and supplies	47,778	335,339	-	383,117	-	-	-	383,117
Occupancy	-	41,124	11,122	52,246	24,570	2,430	27,000	79,246
Dues and subscriptions	2,104	-	-	2,104	5,383	-	5,383	7,487
Travel and training	4,738	-	-	4,738	1,227	-	1,227	5,965
Telephone	17,502	1,665	-	19,167	6,257	-	6,257	25,424
Office supplies	31,557	-	-	31,557	17,667	1,747	19,414	50,971
Depreciation	830,421	15,899	-	846,320	13,151	-	13,151	859,471
Total Expenditures	<u>\$ 4,160,702</u>	<u>\$ 1,389,323</u>	<u>\$ 392,123</u>	<u>\$ 5,942,148</u>	<u>\$ 712,498</u>	<u>\$ 20,697</u>	<u>\$ 733,195</u>	<u>\$ 6,675,343</u>

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Cash Flows From Operating Activities		
Change in net assets	\$ 2,015,187	\$ 25,118
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	788,229	859,471
Loss on disposal of assets	14,534	-
(Increase) decrease in accounts receivable	(62,694)	(89,959)
(Increase) decrease in inventories	(19,504)	(5,603)
(Increase) decrease in prepaid expense	(6,726)	(1,726)
Increase (decrease) in accounts payable	(9,277)	82,585
Increase (decrease) in accrued expenses	50,520	(129,875)
Increase (decrease) in refundable advances	35,185	(692)
Total Adjustments	<u>790,267</u>	<u>714,201</u>
Net cash provided by operating activities	<u>2,805,454</u>	<u>739,319</u>
 Cash Flows For Investing Activities		
Payments for the purchase of property and equipment	(2,359,590)	(292,138)
Proceeds from the disposition of assets	35,742	-
Net cash used for investing activities	<u>(2,323,848)</u>	<u>(292,138)</u>
 Net increase in cash and cash equivalents	481,606	447,181
 Cash and equivalents, beginning of year	<u>1,494,157</u>	<u>1,046,976</u>
 Cash and equivalents, end of year	<u>\$ 1,975,763</u>	<u>\$ 1,494,157</u>

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 1: NATURE OF THE ORGANIZATION

Cooperative Alliance for Seacoast Transportation (COAST) is organized as a Public Nonprofit Corporation and was formed in 1982 to promote and provide public mass transportation for southeastern New Hampshire. The Organization provides administrative, planning, para-transit, and coordination services. COAST receives approximately 75% of its funding directly from the federal government. The balance of its funding comes from local sources, primarily municipalities served by the transit routes.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the Standards of Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and payable.

Recent Accounting Pronouncements

In June 2018, the FASB issued ASU 2018-08, "Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)". The amendments in this Update provide a more robust framework to determine when a transaction should be accounted for as a contribution under Subtopic 958-605 or as an exchange transaction accounted for under other guidance (for example, Topic 606). The amendments also provide additional guidance about how to determine whether a contribution is conditional. COAST adopted this ASU on October 1, 2020.

COAST implemented ASU 2018-08 using a full retrospective method of application. The adoption of ASU 2018-08 resulted in changes to the disclosure of revenue. There were no material changes to the recognition or presentation of revenue as a result of the application of ASU 2018-08. As a result, no cumulative effect adjustment was recorded upon adoption.

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, "Revenue from Contracts with Customers (Topic 606)". This ASU supersedes the revenue recognition requirements in "Topic 605, Revenue Recognition", and most industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. COAST adopted this ASU on October 1, 2020.

COAST implemented ASU 2014-09 using a full retrospective method of application. The adoption of ASU 2014-09 resulted in changes to the disclosure of revenue. There were no material changes to the recognition or presentation of revenue as a result of the application of ASU 2014-09. As a result, no cumulative effect adjustment was recorded upon adoption.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The majority of COAST's revenue is derived from cost-reimbursable federal contracts and grants, which are conditioned upon costs of providing transit services. Amounts received are recognized as revenue when COAST has incurred expenditures in compliance with specific contract or grant performance requirements (incurring costs for providing transit services).

Financial Statement Presentation

The Organization follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Organization is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

Net Assets without Donor Restrictions

The part of net assets of a not-for-profit that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

- a. The nature of the not-for-profit entity (NFP)
- b. The environment in which it operates
- c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

The Organization reflects all resources used for operations as net assets without donor restrictions since any restricted revenues are generally received and spent in the same year.

Receivables

No allowance for doubtful accounts has been reflected since management believes all accounts receivable to be collectible. Accounts receivable will be considered delinquent based on the contractual terms of the agreement. COAST does not assess interest on outstanding or past-due balances.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fixed Assets

Structures and equipment are stated at cost if purchased or fair market value if contributed. Depreciation is recorded on the straight-line method over a two to twenty-five year period. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Inventory

Inventory, which consists of fuel and bus parts, is stated at the lower of cost or market.

Income taxes

No income tax provision has been included in the financial statements of COAST since it is a not-for-profit entity exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation. COAST has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

Cash Equivalents

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

Functional Allocation of Expenses

The costs of providing various programs and supporting services are summarized on a functional basis in the statement of activities. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included personnel cost allocations which are based on the estimates of time and effort.

Contributed Services

The value of contributed service of transit drivers is included in these statements. The value of contributed services of other volunteers is not reflected in these statements since there is no objective measurement available for such services.

Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, and reported revenues and expenses.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

The Organization expenses advertising costs as incurred.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of the COVID-19 virus a global pandemic as it spread rapidly throughout the world and still continues to spread. The virus negatively impacted COAST's operations, such as lower ridership, a shortage of bus operators and a subsequent service suspension of some fixed bus routes. Management has evolved with the pandemic in an effort to support its employees and riders.

In an effort to counter the virus' negative impact on operations, COAST has received federal funding to support its operations during the pandemic.

COAST continues to closely monitor the situation. Depending on the severity and duration of the pandemic, COAST could continue to experience additional negative impacts to operations; however, the extent of the future impact cannot be reasonably estimated at this time.

NOTE 3: 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 to meet cash needs for general expenditures within one year. The Organization's working capital and cash flows have variations during the year primarily due to the inconsistent collections of accounts receivable.

As part of the Organization's liquidity management plan, funds in excess of general requirements are invested in a money market account.

Financial assets at year-end:	<u>2022</u>	<u>2021</u>
Cash and equivalents	\$ 1,975,763	\$ 1,494,157
Accounts and grants receivable	671,237	608,543
Total	<u>\$ 2,647,000</u>	<u>\$ 2,102,700</u>

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 4: CONCENTRATION OF CREDIT RISK

COAST maintains accounts with First Seacoast Bank and TD Bank that at times exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. At September 30, 2022, the bank balances for each institution totaled \$1,170,812 and \$308,782, respectively.

The majority of the funding for COAST is received directly from the Federal Government. Accounts receivable at September 30, 2022 includes \$442,024 from the Federal Government and a total of \$129,900 from the states of New Hampshire and Maine.

NOTE 5: STRUCTURES AND EQUIPMENT

Structures and equipment consist of the following components at September 30, 2022 and 2021.

	<u>2022</u>	<u>2021</u>
Structures, land and leasehold improvements	\$ 1,576,603	\$ 1,289,291
Equipment, vehicles and furniture	9,364,453	8,182,441
Amenities and miscellaneous	<u>693,794</u>	<u>642,140</u>
	11,634,850	10,113,872
Accumulated depreciation	<u>(7,427,937)</u>	<u>(7,503,416)</u>
	<u>\$ 4,206,913</u>	<u>\$ 2,610,456</u>

Included in these figures are three vehicles which are not currently used in operations by COAST. The vehicles are used by community agencies in the provision of transit services for the elderly and disabled. COAST retains the title to these vehicles and would take possession of the vehicles if these services were to cease. At September 30, 2022 and 2021, these vehicles are fully depreciated.

NOTE 6: REFUNDABLE ADVANCES

COAST recognizes conditional income from grants as services are provided and conditions are met. Funds received in advance are recorded as refundable advances.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 7: OPERATIONS

Transit operation expenditures are detailed in the Supplemental Data "Grant Expenditures - Operating Grants." Costs are recorded in accordance with the FTA as set forth in its National Transit Database Uniform System of Accounts. Reimbursement rates are 50%, 80% or 100%. Preventive maintenance and facility expenses are included in maintenance.

NOTE 8: PENSION PLAN

COAST has a SIMPLE pension plan. The organization matches employee contributions up to three percent of salaries. The cost for the years ended September 30, 2022 and 2021, respectively, were \$46,148 and \$41,631.

NOTE 9: CONTINGENT LIABILITIES

COAST receives money from the federal government under grants. Under the terms of these grants, COAST is required to use the money within the grant period for purposes specified in the grant proposals. If the expenditures of the grant were found not to be in compliance with the proposal, COAST might be required to repay the grantor's funds. The federal government also has an interest in equipment purchased with federal funds. Because specific amounts, if any, have not been determined by grantor agency audits as of September 30, 2022, no provision has been made for this contingency.

NOTE 10: COLLABORATION

During the year ended September 30, 2009, COAST and Stafford Network (a nonprofit organization) formed a working committee known as the Alliance for Community Transportation (ACT) for the purposes of establishing and advancing a transportation brokerage network in the area. COAST has agreed to receive grant funding and provide human resource and oversight of the Manager of Coordination Planning and Operations. COAST also provides dispatch and operational support. Expenditures for this project in the amount of \$450,033, and related revenue of \$496,212, are included in the financial statements for the year ended September 30, 2022.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 11: COMMITMENTS

Lease Commitment

For the year ended September 30, 2021, COAST was engaged in a tenancy-at-will agreement for the rental of its office facilities. COAST incurred net rent expense of \$27,000 and was allotted contributions from the Lessor in the amount of \$3,000. The lease also called for COAST to pay a pro rata share of the utilities and internal maintenance and repairs.

Starting October 1, 2021, COAST entered into a new three-year lease for its office facilities. The lease includes the right to terminate the lease without cause upon at least a ninety days' written notice to the Lessor. The market value of the leased space is \$2,550 per month and the Lessor agrees to provide a \$250 per month contribution towards the market value. COAST owes a net monthly payment of \$2,300. COAST will continue to pay a pro rata share of utilities and internal maintenance and repairs. For the year ended September 30, 2022, COAST incurred net rent expense of \$27,600 and was allotted \$3,000 in contributions from the Lessor. COAST continues to pay a pro rata share of utilities and internal maintenance and repairs.

Future minimum lease payments for the subsequent fiscal year ends are as follows:

2023	\$	30,600
2024		<u>30,600</u>
	\$	<u>61,200</u>

Construction of New Facility Commitment

COAST is in the planning process of the construction of a new 48,000 square foot facility to house its transit operations and administrative offices. The estimated cost of the new facility is approximately \$15,000,000. Funds for the project will come from a blend of sources, including up to \$12,000,000 in Federal Transit Authority (FTA) capital grants, which will require \$3,000,000 in matching funds. COAST is in the process of raising the matching funds.

For the fiscal year ended September 30, 2022, COAST has been awarded \$449,600 in federal grants, of which COAST has drawn down \$246,195, or 80% of its \$307,744 in related expenditures.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 12: SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 24, 2022, which is the date the financial statements were available to be issued.

The COVID-19 virus is still present in the United States. Future potential impacts caused by the virus may include additional disruptions or restrictions on the COAST's ability to serve its riders; however, the related financial impact and duration cannot be reasonably estimated at this time.

SUPPLEMENTAL DATA

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
SUPPLEMENTAL DATA
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Grant Expenditures - Operating Grants

	<u>Transit</u>	<u>Maintenance</u>	<u>Total Operations</u>	<u>Admin- istration & Fundraising</u>	<u>Total Expenses</u>
Drivers' salaries	\$ 1,294,000	\$ -	\$ 1,294,000	\$ -	\$ 1,294,000
Operations and administrative salaries	763,858	317,656	1,081,514	437,935	1,519,449
Payroll taxes	155,230	24,657	179,887	31,906	211,793
Benefits	525,412	112,190	637,602	150,895	788,497
Insurance and other fees	46,205	5,666	51,871	480,292	532,163
Advertising	6,279	-	6,279	134,013	140,292
Consulting services	3,090	-	3,090	43,385	46,475
Mechanical services	-	62,744	62,744	-	62,744
Other services	59,345	17,047	76,392	21,807	98,199
Facilities cleaning	-	17,261	17,261	-	17,261
Fuel/oil	539,166	-	539,166	-	539,166
Tires, parts and supplies	39,262	145,849	185,111	-	185,111
Occupancy	-	45,049	45,049	30,600	75,649
Dues and subscriptions	925	-	925	9,319	10,244
Travel and training	1,066	-	1,066	5,102	6,168
Telephone	14,863	1,239	16,102	6,013	22,115
Office supplies	30,596	130	30,726	11,411	42,137
Depreciation	<u>773,276</u>	<u>12,950</u>	<u>786,226</u>	<u>2,003</u>	<u>788,229</u>
Total Expenditures	<u>\$ 4,252,573</u>	<u>\$ 762,438</u>	<u>\$ 5,015,011</u>	<u>\$ 1,364,681</u>	<u>\$ 6,379,692</u>

Federal Match	
NH-2020-002	\$ 694,604
NH-2020-005	1,848,556
NH-2021-012	1,083,097
NH-2021-012	<u>665,682</u>
Total Match	<u>\$ 4,291,939</u>

See Notes to Financial Statements

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
SUPPLEMENTAL DATA
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Grant Expenditures - Other Grants

	<u>ACT Regional Coordination</u>	<u>Financial & Strategic Planning</u>	<u>Total Operations</u>
Administrative Expenditures			
Salaries	\$ -	\$ 10,761	\$ 10,761
Payroll taxes	-	891	891
Consulting services	-	2,879	2,879
Program Expenditures			
Salaries	199,714	-	199,714
Payroll taxes	14,966	-	14,966
Benefits	60,459	-	60,459
Advertising	1,241	-	1,241
Other services - providers	161,507	-	161,507
Occupancy	<u>12,146</u>	-	<u>12,146</u>
Total Expenditures	<u>\$ 450,033</u>	<u>\$ 14,531</u>	<u>\$ 464,564</u>
Federal Match			
		NH-2020-002	<u>\$ 11,625</u>
			11,625
Pass-Through State of New Hampshire			
		NH-1385-2019	<u>451,228</u>
		Total Match	<u>\$ 462,853</u>

See Notes to Financial Statements

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
SUPPLEMENTAL DATA
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Grant Expenditures - Capital Grants

Capital Expenditures

Structures and improvements	\$ 307,744
Equipment	2,071,246
Software	<u>55,972</u>

Total Expenditures \$ 2,434,962

Federal Match

NH-2020-002	\$ 1,532,156
NH-2021-012	119,342
NH-2022-016	<u>246,195</u>

Total Match \$ 1,897,693

See Notes to Financial Statements

COAST BOARD OF DIRECTORS CONTACT INFORMATION - As of September 1, 2023

EXECUTIVE COMMITTEE

Name, Title, Contact Information	Representing	Town of Residency	Member Since
DENNIS SHANAHAN, Chair City Councilor, City of Dover	City of Dover	Dover, NH	2018
MICHAEL SCALA, Vice Chair Director of Economic Development	City of Rochester	Rochester, NH	2020
SCOTT BOGLE, Treasurer Senior Transportation Planner	Rockingham Planning Commission	Durham, NH	2001
MARGARET JOYCE, Secretary President, Gtr Dover Chamber of Commerce	Area Chamber of Commerce	Nottingham, NH	2020
DAVE SANDMANN, Past Chair At-Large Member	At-Large	Greenland, NH	2011

BOARD OF DIRECTORS

Name, Title, Contact Information	Representing	Town of Residency	Member Since
KENDRA AMARAL Town Manager	Town of Kittery	Kittery, ME	2020
FRED BUTLER (<i>ex-officio</i>) Public Transportation Administrator	NH DOT Bureau of Rails and Transit	Gilford, NH	2021
SÖNKE DORNBLUT Newmarket Resident	Town of Newmarket	Newmarket, NH	2021
BENJAMIN FLETCHER Director of Parking	City of Portsmouth	North Hampton, NH	2021
ROBERT GIBSON City Councilor	City of Somersworth	Somersworth, NH	2022
DENIS HEBERT Planning Board Chair	Town of Newington	Newington, NH	2016
COLIN LENTZ Transportation Planner	Strafford Regional Planning Commission	Rochester, NH	2014
Michael Mates Engineer	Pease Development Authority	Greenland, NH	2022
KRISTEN MURPHY Conservation & Sustainability Planner	Town of Exeter	Dover, NH	2022
NICK TAYLOR Executive Director	Workforce Housing Coalition of the Greater Seacoast	Raymond, NH	2022
THOMAS WRIGHT Chair, Berwick Selectmen	Town of Berwick	Berwick, ME	2018

ALTERNATES TO THE BOARD OF DIRECTORS

Name, Title, Contact Information	Representing	Town of Residency	Member Since
DONNA BENTON Assistant City Planner	City of Dover	Raymond, NH	2015
JEN CZYSZ Executive Director	Strafford Regional Planning Commission	Concord, NH	2018
RUSSELL DEAN Town Manager	Town of Exeter	Exeter, NH	2018
CAROL GULLA Executive Director, TASC	At-Large	Newmarket, NH	2017
JOANN NEUMANN Chief Community Development Officer	Families First Health & Support Center	Portsmouth, NH	2022
TIM ROACHE Executive Director	Rockingham Planning Commission	Stratham, NH	2018
PETER STITH Principal Planner	City of Portsmouth	Kittery Point, ME	2021
SHELLEY WINTERS (<i>ex-officio</i>) Public Transportation Administrator	NH DOT Bureau of Rails and Transit	Concord, NH	2013

#13 - Key Personnel

Key Project Personnel and Salaries

Rad Nichols (Executive Director)	SFY24* \$140,808	SFY25* \$144,328
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* budgeted

RAD C. NICHOLS

Durham, NH 03824

PROFESSIONAL EXPERIENCE:

Cooperative Alliance for Seacoast Transportation (COAST)

Dover, NH

Executive Director, September 2007 – Present

Interim Executive Director, June 2007 – September 2007

Manager of Operations & Planning, December 2001 – June 2007

Program Manager, September 1999 – December 2001

- Develop and implement system policies, programs, objectives and procedures in conformance with COAST Board of Directors policies and directives.
- Responsible for assuring the operation of the system in the safest, most efficient and cost-effective manner consistent with Board of Directors policies and objectives.
- Directly supervise the Director of Operations, Director of HR & Compliance, Community Transportation Manager, TMA Manager, and Bookkeeper.
- Participate in community affairs and represent the best interest of the community and COAST.
- Maintain channels of communication with City, Town, State and Federal officials and citizens who may have an impact or direct involvement with the transit system.

Senior Mass Transit Planner, Merrimack Valley Planning Commission

Haverhill, MA, November 1998 – September 1999

- Responsible for conducting multi-modal transportation planning as it relates to the more efficient and effective movement of individuals, goods and services throughout the Merrimack Valley Region.
- Assist the Merrimack Valley Regional Transit Authority (MVRTA) with short and long-range planning necessary to implement the MVRTA Strategic and Regional Mobility Plans.
- Provide additional technical assistance and analyses to the MVRTA, to include; National Transit Database data collection, assessments of compliance with federal and state certifications and assurances, identification of alternative sources of funding and monitoring compliance with ADA.
- Assist the MVRTA with the implementation of the federal Welfare to Work and the federal/state Access to Jobs initiatives. Investigate perceived and real barriers to the successful implementation of both programs and the coordination of multiple state/pseudo state agencies and contractors around the issue of successfully transitioning individuals from welfare to work.
- Conduct outreach, provide technical support, initiate analyses and provide recommendations to the MVRTA Board on the annual regional Transportation Demand Management (TDM) Program.
- Actively participate in the River Road Transportation Demand Management Association, a private non-profit coalition of employers in the River Road area of Andover, and provide technical support and coordinate activities as necessary.
- Provide technical advice, recommendations and support to the Merrimack Valley Metropolitan Planning Organization (MVMPO), MVMPO Transportation Committee and the MVRTA Technical Advisory Committee on Elderly and Disabled Transportation.

Operations Analyst, Massachusetts Bay Transportation Authority Advisory Board

Boston, MA, December 1996 - October 1998

- Monitored service performance and conducted analyses of MBTA transit operations to include: heavy and light rail, bus, trackless trolley, commuter rail, commuter boat and

- paratransit.
- Initiated, researched and submitted final draft performance reports on service-related issues to the 78-member Advisory Board and its committees (Service and Commuter Rail).
- Participated in the development and evaluation of the MBTA Annual Service Plan as the Advisory Board's representative to the MBTA Service Planning Technical Advisory Committee.
- Assisted with the annual review of the MBTA operating budget.
- Actively participated in the formation of a new transit advocacy coalition, TransitWorks, formed to improve the quality and increase the use of all modes of transit in metropolitan Boston. Liaison for the Maintenance and Service and Operations sub-committees.
- Acted as the Advisory Board's representative to the Boston Metropolitan Planning Organization (MPO), Joint Regional Transportation Committee and other transportation related public meetings as required.
- Contributed to the quarterly production of the Advisory Board newsletter.

Assistant Executive Director, Cooperative Alliance for Seacoast Transportation
Durham, NH, Sept. 1993 – December 1996

- Responsible for the administration of all Federal, state and local grants awarded to COAST. Responsibilities included; acting as liaison with the FTA, NHDOT, MEDOT, USNH; applying for and administering all federal, state and local assistance programs, and; administering all certifications and compliance documents as required by federal, state and local bodies.
- Provided technical advice and recommendations to 40+ person Board of Directors on organizational efforts and responsibilities, including the execution of Board directives, community relations, contractual agreements, annual budgets, long range capital and financial planning and fundraising.
- Coordinated and/or researched special projects, including the planning and development of support for existing services and for executing new services, a new regional transportation coordination program and numerous ongoing and new capital projects.
- Actively involved in the Seacoast MPO at both the technical and policy levels.
- Developed and initiated both private and public sector involvement with COAST through the promotion of public transit services and contracting opportunities.
- Acted as COAST representative at state and local public hearings, town/city finance committee meetings, town/city meetings, regional MPO meetings and other public meetings as required.
- Responsible for serving as the Acting Executive Director during the absence of the Executive Director.

Data Conversion Specialist/Project Coordinator, East Coast Mapping, Inc.
Bedford, NH, May 1993 - Sept. 1993

- Responsible for creating digital map databases through manual and automated methods for multiple New England municipalities.
- Recorded map progression, including cartographic errors, for internal and external customers.
- Job coached, and problem solved with fellow employees.

EDUCATION:

University of New Hampshire, Durham, NH
Bachelor of Science, May 1991
Resource Economics
GPA: 3.1 HONORS: Richard A. Andrews Award

- References Available Upon Request ·