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New Hampshire DOT
Department of Transportation

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

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

Bureau of Rail & Transit
August 1, 2024

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed $3,077,701 to Advance Transit, Inc., (Vendor 166573), Wilder, Vermont, project #68058C, to procure three (3) replacement ADA-accessible 35' electric transit buses and maintenance equipment, effective upon Governor and Council approval through June 30, 2028. 92% Federal Funds, 8% Capital General Funds.

Funding for this agreement is available in the Fiscal year 2025 budget:

	FY 2025
04-96-96-964010-2916 Public Transportation 072-500575 Grants to Non-Profits-Federal	$2,841,451
04-096-096-960030-1340 19-146:1XVIF - Public Transit 034-500161 New Construction	$236,250

EXPLANATION

NHDOT has approved a request from Advance Transit (AT) for Federal Transit Administration (FTA) Section 5339 Bus & Bus Facility Program funding to replace three (3) ADA-accessible public transit electric buses to be used in the provision of public transit services, as well as, vehicle maintenance equipment, including one (1) level three electric battery charger, one (1) floor sweeper, Blue Route shelter addition, website redesign, and parking lot repair and reseal. These procurements will allow AT to maintain and improve its transit system, vehicle fleet, and transit facility to better serve the traveling public.

Of note, two of the three replacement electric buses were previously approved by Governor and Council as Item 59 at the June 15, 2022 and as the vehicles were unable to be delivered by the June 30, 2024 contract end date due to manufacturing delays, the Department has incorporated these vehicles into this subject grant agreement.

AT 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 AT's ridership and services are in New Hampshire and one-fourth are provided in Vermont. Vermont and New Hampshire entered into a Memorandum of Understanding (MOU) with AT on September 30, 1993, to share the cost of transit services, and that MOU remains in effect.

NHDOT released a public notice on November 2, 2023, announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Seven (7) transit agencies applied by the December 20, 2023, deadline, and all seven transit agencies were awarded funds for eligible projects. The transit agencies are Advance Transit, Inc., Manchester Transit Authority, Cooperative Alliance for Seacoast Transportation, University of New Hampshire Wildcat Transit, Nashua Transit System, Tri-County Community Action Program, and VNA @ HCS.

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, Fred Butler, Transportation Specialist, Mike Pouliot, and Transit Grants Coordinator, Paula Devens. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials.

Every project aside from Advance Transit's request for non-revenue vehicles met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transit systems.

AT will use Section 5339 for the procurement of the following capital purchases:

- Three (3) Gillig Electric Heavy-Duty 35-foot ADA buses, replacing public transit vehicles that will have met their minimum useful life at the time of delivery and will AT to operate at optimal efficiency, thus providing the quality service that their riders have come to expect.

- Miscellaneous capital projects to include one (1) level three electric battery charger, one (1) floor sweeper, Blue Route shelter addition, website redesign, and parking lot repair and reseal. These awarded projects are eligible FTA capital expenses and will support AT in providing safe and efficient public transit in their service area.

The evaluation matrix and scores are provided below for reference:

1	The applicant has the fiscal and technical capacity and adequate budget to operate service and conduct ongoing maintenance associated with this capital request.	**20%**
2	The applicant complies with relevant Federal and state regulations and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	**20%**
3	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	**20%**
4	The applicant conveys how this addresses a critical public transportation need. Applicants need to adequately illustrate how the project will benefit the agency's transportation program/services, including how it is necessary for continued and/or improved operations. (As replacement	**25%**

	vehicles/equipment are prioritized, detailed information is especially important for expansion projects. Vehicle replacements are presumed to address needs.)	
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government, e.g., letters of support, willing to provide local match above minimum required, etc. (Vehicle replacements are presumed to have such support.)	**15%**
	Total Scoring	**100%**

Transit System	Score	Status
VNA @ HCS		
2 - cutaway 12 pax buses repl.	100%	Statewide Purchase and Property Contract
VNA @ HCS		
1 - replacement cutaway 8 pax bus	100%	Statewide Purchase and Property Contract
Advance Transit		
1 - Gillig electric 35' repl.	100%	G&C Agreement (pending)
Advance Transit		
Level 3 charger (for Gillig heavy duty) expansion	92%	G&C Agreement (pending)
Advance Transit		
1- Electric AWD non-revenue vehicle expansion	*64%*	*Not Awarded*
Advance Transit		
Website redesign - ITS equipment rep.	82%	G&C Agreement (pending)
Advance Transit		
Floor Sweeper- Repl.	88%	G&C Agreement (pending)
Advance Transit		
Parking lot repair and reseal repl.	84%	G&C Agreement (pending)
Advance Transit		
Blue Line shelter expansion	90%	G&C Agreement (pending)
Advance Transit		
2 - Gillig electric heavy-duty 35'repl.	N/A	G&C Agreement (pending) *
Cooperative Alliance For Seacoast Transportation		
3 - minibus 14x3 gas- repl.	100%	Transferred for direct administration with FTA
Cooperative Alliance For Seacoast Transportation		
2 - cutaway buses 12 pax repl.	100%	Transferred for direct administration with FTA

Cooperative Alliance For Seacoast Transportation		
4 - 35+ feet 31x2 diesel repl.	100%	Transferred for direct administration with FTA
Cooperative Alliance For Seacoast Transportation		
3 - cutaway buses 8x2 gas repl.	100%	Transferred for direct administration with FTA
Manchester Transit Authority		
1 - small cutaway 12x2 gas repl.	89%	Transferred for direct administration with FTA
Manchester Transit Authority		
1 - maint. service truck repl.	89%	Transferred for direct administration with FTA
Nashua Transit System		
1 - cutaway 16 pax gas repl.	100%	Transferred for direct administration with FTA
Nashua Transit System		
12 - bus overhaul and rehab repl.	86%	Transferred for direct administration with FTA
Tri-County Community Action Program		
Facility roof repl.	80%	G&C Agreement (pending)
Tri-County Community Action Program		
1- new furnace repl.	80%	G&C Agreement (pending)
Tri-County Community Action Program		
2 - cutaway 8 pax gas repl.	100%	Statewide Purchase and Property Contract
University of New Hampshire		
3 - transit buses 25+ CNG repl.	100%	Transferred for direct administration with FTA

** Previously awarded on G&C Item 59, June 14, 2022, with an end date of June 30, 2024, and pending delivery.*

The subject Advance Transit project funding is as follows:

SFY 2025 FTA Section 5339 Solicitations	Total Project Costs	Federal FTA 5339	FTA Percent	Capital General Funds	Local Match
Gillig Electric HD 35' ADA (1)	$1,250,000	$1,062,500	85%	$93,750	$93,750
Level 3 Charger (1)	$36,212	$32,591	90%	$00	$3,621
Website Redesign	$75,000	$60,000	80%	$00	$15,000
Floor Sweeper (1)	$30,000	$24,000	80%	$00	$6,000
Parking lot Repair and Reseal	$50,000	$40,000	80%	$00	$10,000
Blue Route shelter addition	$9,200	$7,360	80%	$00	$1,840
**Gillig Electric HD 35' ADA (2)*	*$1,900,000*	*$1,615,000*	*85%*	*$142,500*	*$142,500*
Total Funding	**$3,350,412**	**$2,841,451**		**$236,250**	**$272,711**
Total Grant Funds		**$3,077,701**			

The total project cost is $3,350,412.00, which includes $2,841,451 (85%) FTA Section 5339 funds, $236,250 (7%) State Capital General funds and $272,711 (8%) Local match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of $3,077,701.

Advance Transit will procure the equipment following Federal procurement guidelines, and the Department will hold title to the buses until their disposition. Advance Transit will identify as the owner on the vehicle title, and NHDOT will identify as the lien holder. Advance Transit 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,

William J. Cass, P.E.
Commissioner

Attachments

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, 7 Hazen Dr. Concord, NH 03302-0483	
1.3. Grantee Name Advance Transit, Inc.		1.4. Grantee Address 120 Billings Farm Road, PO Box 1027 Wilder, VT 05088-1027	
1.5 Grantee Phone # 802-295-1824 x 201	1.6. Account Number 04-96-96-964010-2916-072-500575	1.7. Completion Date June 30, 2028	1.8. Grant Limitation $3,077,701.00
1.9. Grant Officer for State Agency Fred 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 Adams Carroll, 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 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: 9/9/2024			
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 AC
Date 8-1-2024

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all 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.

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

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

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials AC

Date 8-1-2024

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.

GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials AC
Date 8-1-2024

ADVANCE TRANSIT, INC.
EXHIBITS TO GRANT

Exhibit A Special Provisions

Exhibit B Scope of Services

Exhibit C Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

Federal Clauses

2 CFR Part 200

Social Service Documents to Include:
501 (c) 3
Financial Report
Board of Directors
Key Personnel and Salaries
Resumes

ADVANCE TRANSIT, INC.
EXHIBIT A
SPECIAL PROVISIONS

A.1. Amend G-1 Section 2. "SCOPE OF WORK" by adding the following:

2.1. The Grantee may change the Project scope, including related services, only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.

A.2. Amend G-1 Section 3. "AREA COVERED" by adding the following:

3.1. Services may extend to adjacent states with prior written approval from the State. The State reserves the right to require formal cost allocation measures.

A.3. Amend G-1 Section 5. "GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT" by adding the following:

5.6. The grant amount, as identified in Exhibit C, Budget, represents the net Federal/State amount(s) to be paid to the Grantee. As applicable, the Grantee shall provide, and document the availability of, local funds sufficient to meet the project cost in excess of the Grant Price Limitation.

5.7. The Grantee shall submit a request for payment to the State on a form specified by the State, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200, as amended. No requests for advance payment will be accepted by the State.

5.8. Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Grantee shall produce) and inspect any documents and records described in Section 7.

5.9. Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Grantee and shall pay said amount, subject to other provisions of this Agreement.

5.10. Final Payment. Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment (i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.

A.4. Amend G-1 Section 6. "COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS" by adding the following:

6.1. The Grantee shall post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of the Federal Title VI non-discrimination requirements.

6.2. The Grantee shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex, or national origin.

6.3. The provisions of 2 CFR 200, as amended, shall apply to the local administration of this agreement and any subgrantee under this agreement.

6.4. In the event of any conflict between the requirements within this Exhibit related to Federal requirements and Federal Clauses incorporated elsewhere into this Agreement, the Federal Clauses take precedence.

A.5. Amend G-1 Section 9. "DATA; RETENTION OF DATA; ACCESS" by adding the following:

9.6. The following restrictions apply to all subject data first produced in the performance of this agreement:

9.6.1 Except for its own internal use, the Grantee may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.

9.6.2 As authorized by 2 CFR 200, as amended, the FTA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, subgrant, or third party grant, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.

9.7. It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Grantee understands and agrees that in addition to the rights set forth in 9.6, FTA may make available to any recipient, subgrantee, grantee, or subgrantee its license in the copyright to the date derived under this Agreement or a copy of the data first produced under this Agreement.

9.8. The Grantee shall indemnify, save, and hold harmless the State and United States, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

9.9. Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.

9.10. Sections 9.4, 9.5, and 9.6 are not applicable to material furnished to the Grantee by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

9.11. In the event that the project is not completed for any reason, all data developed under the project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.

A.6. Amend G-1 Section 12. "TERMINATION" by adding the following:

12.5. The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.

12.6. Completion of Services; Payment of Price. Excepting those obligations of the Grantee which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Grant Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.

12.8. Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days' written notice.

A.7. Amend G-1 Section 15. "ASSIGNMENTS/AND/SUBCONTRACTS" by adding the following:

15.1. The Grantee shall cause the provisions of this grant to be inserted in all subgrants for any work covered by this Agreement so that the provisions will be binding on each subgrantee The Grantee shall take such action with respect to any subgrant as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Grantee shall ensure that any subgrantee/contractor has obtained all licenses, permits, or approvals required for the performance of grant services.

A.8. Amend G-1 by adding "DEFINITIONS" as Section 25:

25. **DEFINITIONS**

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

EQUIPMENT: An article of nonexpendable, tangible personal having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit services.

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

PROJECT APPLICATION: The narrative, charts, figures, and/or maps submitted to the

State detailing the scope of the public transportation program of the Grants modified and approved by the State.

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

SECTION 5339: FTA's Bus and Bus Facilities Formula Program of Moving Ahead for Progress in the 21st Century Act (Map-21) of 2012, as amended.

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

A.9. Amend G-1 by adding "ACCOUNTING, BOOKKEEPING, AND REPORTING REQUIREMENTS" as Section 26:

26. **ACCOUNTING, BOOKKEEPING, AND REPORTING REQUIREMENTS**

26.1. **Maintenance of Records.** The Grantee shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Grantee shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event, the State disputes the Grantee's operations or records as submitted for payment or otherwise, the final resolution shall rest with the State.

26.2. **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of the resolution of all matters relating to this Agreement, whichever is later, at any time during the Grantee's normal business hours, and as often as the State or FTA may demand, the Grantee shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Grantee shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, grants, invoices, materials, payrolls, records of personnel, Data (as defined in **G-1** section 9.1), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in 1.3 of **G-1**.

26.3. **General Transit Feed Specification (GTFS).** The Grantee shall generate and keep updated General Transit Feed Specification (GTFS) data and submit related data for reporting to the National Transit Database (NTD) as required. The Grantee shall submit related data to the Department upon request.

26.3.1 The Bipartisan Infrastructure Law amended 49 U.S.C. 5335 (a) to require the Federal Transit Administration to collect "geographic service area coverage" data through the NTD.

A.10. Amend G-1 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:

27. **PROJECT EQUIPMENT AND REAL PROPERTY.** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Grantee:

27.1. All procurements shall be made in accordance with 2 CFR 200 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Parts 661 and 663, as applicable.

27.2. The Grantee shall ensure that all Contractors comply with construction materials requirements set forth in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58 which includes the Build America, Buy America Act (Act) Pub. L No 117-58, div. G §§ 70901-17. The Contractor shall purchase construction materials for projects in accordance with the Act, Federal implementation guidance M-22-11, and other applicable federal laws, regulations, and guidance.

27.3. As applicable, all vehicles shall be purchased by the State unless the Grantee has received prior approval from the State to procure vehicles.

27.4. All other equipment with a cost in excess of five hundred ($500) per unit shall be purchased by the Grantee subject to the prior approval of the State.

27.5. Title to all project equipment shall be in the name of the Grantee; provided, however, that in order to secure the complete performance of this Agreement, the Grantee shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Grantee shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.

27.6. In the event that this agreement is terminated, all project equipment and property become the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible.

27.7. Project equipment will be disposed of in accordance with FTA Circular 9040.1G as amended and the State Management Plan unless written approval is received from the State.

A.11. Amend G-1 by adding "EQUIPMENT CERTIFICATION" as section 28:

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

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

29. **EQUIPMENT MAINTENANCE.** The Grantee shall be responsible for the maintenance

and repair of all equipment related to this Agreement. The Grantee shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. As applicable, the Grantee shall certify that a proper maintenance plan that meets or exceeds the original equipment manufacturer's preventive maintenance guidelines is followed. Vehicle maintenance plans must be approved by the Board of Directors. All maintenance, repair, and physical improvement activities on equipment shall be conducted by the Grantee and at a location specified by the Grantee. The Grantee shall notify the State of any changes in this location. The Grantee further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA, and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

A.13. Amend G-1 by adding "VEHICLE STORAGE" as section 30:

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

A.14. Amend G-1 by adding "SAFETY REQUIREMENTS" as section 31:

31. **SAFETY REQUIREMENTS.** As applicable, all project equipment shall be inspected and certified by the Department of Safety and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.

31.2. As applicable, the Grantee shall provide the State with full, and prompt written notification of any accident involving any vehicle used in its services. In addition, the Grantee shall be responsible to report any accident in compliance with State law.

31.3. The Grantee shall submit any data/documentation related to FTA's Transit Asset Management or Public Transportation Agency Safety Plan purposes as required by NHDOT for compliance purposes.

A.15. Amend G-1 by adding "PATENT RIGHTS" as section 32:

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

A.16. Amend G-1 by adding "BROKERAGE REPRESENTATION" as section 33:

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

ADVANCE TRANSIT, INC.
EXHIBIT B
SCOPE OF SERVICES

B.1 Capital Purchases

1.1 The Grantee, Advance Transit, Inc. (hereinafter the "Grantee"), will procure the following capital items for use in accordance with requirements associated with its FTA Section 5339 Bus and Bus Facilities program funding within the State:

1.1.1 One (1) ADA accessible 35-foot Gillig Electric Heavy Duty Bus.

1.1.2 One (1) Level 3 DC Fast Charger for the 35' Gillig Electric Heavy Duty Bus refenced in 1.1.1 to be installed in Advance Transit's garage.

1.1.3 Agency Website redesign: replacement of current website to streamline the connection between the website interface and the General Transit Feed Specification (GTFS) links; enhance mobile device accessibility; provide real-time rider alerts; update site plugins; and provide a user interface that is easy to access.

1.1.4 Replacement maintenance-related floor sweeper to assist Advance Transit with maintaining the bus maintenance and storage facility.

1.1.5 Parking lot repair and resealing - Advance Transit will perform preventive maintenance on the parking lot to combat the daily wear and tear through repair and resealing the lot and driveways of the facility.

1.1.6 Blue Route bus shelter expansion to be located at Stop ID 196 – Dartmouth Ave. to Mount Support Road in Lebanon, NH. The shelter will be added to the concrete pad previously installed by the City of Lebanon.

1.1.7 Two (2) replacement ADA-accessible 35-foot Gillig Electric Heavy Duty Buses that were originally included in a contract approved by Governor and Executive Council as Item 59, June 14, 2022, but for which a delay in vehicle delivery exceeded the contract expiration date of June 30, 2024. The anticipated adjusted delivery date is fall 2024.

1.2 Grant funding for all projects will be provided by the State as shown in Exhibit C.

1.3 The Grantee will purchase the capital equipment in compliance with all applicable Federal regulations and guidance including FTA Circular 4220.1F, "Third Party Contracting Guidance," or the most recent.

1.4 Prior to any capital procurement, the Grantee shall submit appropriate procurement documentation demonstrating compliance with Federal procurement requirements, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or the most recent, to the State for review and approval. Such documentation may include, but is not limited to, the following:

1.4.1 Verification of utilizing NH's Disadvantaged Business Enterprise (DBE) directory to invite a DBE to vie for the procurement;

1.4.2 Federal Clauses that will be required to be acknowledged by the vendor, as applicable to procurements other than micro-purchases, and/or fair and reasonable determination for micro-purchases;

1.4.3 Evidence of appropriate procurement methodology demonstrating fair and open competition, e.g., small procurement, Request for Proposals.

1.4.4 As applicable, independent cost estimate (ICE) and cost/price analysis as well as pre-award vehicle certifications including Buy America and FMVSS

1.5 Upon written approval, the Grantee may proceed with the procurement and submit an invoice to the State for reimbursement of project expenses in compliance with Federal guidance.

1.6 Upon the conclusion of the procurement, the Grantee shall submit final documentation to the State.

1.7 The Grantee may submit a written request to the State's designated representative to modify the type and/or quantity of the capital equipment detailed in the Scope of Services (Exhibit B) and Budget (Exhibit C), provided that said changes are within the total contract amount and FTA and State Capital Match (if applicable) eligibility. Said written request must contain sufficient details to support and substantiate the requested change(s). Within 30 days of receipt of the Grantee's written request, the State will provide a written decision to the Grantee as to whether or not approval is granted and, if approved, the Grantee and State shall subsequently.

ADVANCE TRANSIT, INC.
EXHIBIT C
BUDGET

C.1 The Grant Limitation price, as defined in Section 1.8 of the General Provisions, is the Federal Transit Administration (FTA) Section 5339 portion of the eligible project costs. Federal and State funds are granted as follows:

Project	FTA Section 5339	FTA Funding	FTA Funding %	State Capital Match	Local Match	Total Project Cost
1	Gillig Electric Heavy-Duty 35' ADA (1)	$1,062,500	85%	$93,750	$93,750	$1,250,000
2	Level 3 Charger (Gillig Heavy Duty 35')	$32,591	90%	$0	$3,621	$36,212
3	Website Redesign	$60,000	80%	$0	$15,000	$75,000
4	Floor Sweeper	$24,000	80%	$0	$6,000	$30,000
5	Parking lot Repair and Reseal	$40,000	80%	$0	$10,000	$50,000
6	Blue Route shelter addition	$7,360	80%	$0	$1,840	$9,200
7*	Gillig Electric Heavy-Duty 35' ADA (2)	$1,615,000	85%	$142,500	$142,500	$1,900,000
	Total Project Funding	**$2,841,451**		**$236,250**	**$272,711**	**$3,350,412**
	Total Grant Funding	**$3,077,701**				

** See §1.1.7, Exhibit B*

1.1 Funds are contingent upon Federal appropriations.

C.2 Pre-approval of any procurement is required by the State as detailed in Exhibit B.

C.3 As applicable, the Grantee may seek reimbursement for these funds by submitting individual invoices for projects as completed. Requests shall be monthly or less frequent.

C.4 The invoice(s) must include verification of source(s) of matching funds.

C.5 Pre-approval to modify the type and/or capital equipment is required as detailed in §1.7, Exhibit B.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0006655553**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2024.

David M. Scanlan

Secretary of State

ADVANCE TRANSIT

P.O. Box 1027, Wilder, VT 05088 • 802-295-1824 • advancetransit.com

Certificate of Authority

I, Matt Osborn, hereby certify that I am the duly elected Secretary of Advance Transit, Incorporated. I hereby certify that the following is a true copy of the current Bylaws of the Corporation and that the Bylaws authorize the Executive Director to bind the Corporation for contractual obligations.

I further certify that Adams Carroll currently holds the position of Executive Director and is thereby authorized to bind the Corporation for contractual obligations.

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 occupies the position indicated and that they have the full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATED: 8/1/24 ATTEST: Matt Osborn

(Name & Title)

BYLAWS OF

ADVANCE TRANSIT, INC.

Adopted June 19, 2015

Revised June 21, 2018

Revised May 16, 2019

ARTICLE I

Name, Purpose and Offices

Section 1. **Name and Type**. The name of this corporation shall be Advance Transit, Incorporated, and may hereinafter be referred to as the Corporation, "AT" or "Advance Transit". The principal office of the Corporation shall be in Wilder, Vermont, or such other location as the Board of Directors may determine from time to time. The Corporation's business shall be conducted in New Hampshire and Vermont.

Section 2. **Form and Purpose**. The form of the corporation shall be a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (R.S.A. 292), and registered to do business in the State of Vermont. The purpose of the Corporation shall be to provide a comprehensive transportation network for the several towns of the Upper Valley of New Hampshire and Vermont.

Section 3. **Limitations**. The Corporation is organized and shall be operated exclusively for charitable, religious, educational, or scientific purposes, including for such purposes, the making of distributions to organizations under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future Internal Revenue law). No part of the net earnings of the Corporation shall be to the benefit of or be distributed to its Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the Corporation shall be for the carrying out of propaganda or otherwise attempting to influence legislation, and AT shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE II

Members

Membership in the Corporation having been abolished effective July 1, 2015, the Corporation shall have no Members.

ARTICLE III

Board of Directors

Section 1. **General Powers**. All corporate powers of the Corporation shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, the Board of Directors.

Section 2. **Number, Tenure, Qualification, and Manner of Election of Directors**.

A. The number of Directors (members of the Board) shall be not more than nineteen (19) nor less than nine (9), chosen as provided in III.2.B., C., and F. The Board shall have at least five (5) voting members who are not of the same immediate family or related by blood or marriage.

B. Up to nine (9) "Municipal" Directors shall be elected by the Directors upon nomination of the Executive Committee. Municipal Directors shall be recommended for nomination by those Municipalities providing funding to, and served by, the Corporation.

C. For each Municipal Director serving at any time, the Board shall have one (1) At-Large Director, elected by the Board upon nomination by the Executive Committee with due regard for assembling on the Board a diversity of talents and backgrounds.

D. Unless otherwise determined by the Board, a Director shall serve for the longer of: a) three (3) years, or b) until the election and qualification of his or her successor.

E. A Director shall be eligible to serve no more than three (3) consecutive three-year terms (a partial term shall not be counted for purposes of this provision). A Director

who has served three consecutive 3-year terms shall be eligible for re-election after having been off the Board for at least one (1) year. The Board terms shall be staggered as much as possible so that approximately one-third (1/3) of the directors shall be elected annually. This rule shall take effect from and after the effective date of these Bylaws. No term of a Director that commenced prior to the effective date of these Bylaws shall be counted against the 3-term limit for that Director.

F. In addition to Municipal and At-Large Directors, the Executive Director of AT shall serve as a Director Ex Officio, but shall not be entitled to vote.

Section 3. **Annual Meeting.** The Annual Meeting of the Board shall be held in June or on such a date and at such a time and place as the Board of Directors shall determine. The business of the annual meeting may include, but not be limited to, the election of Directors, the election of officers, and the presentation of reports.

Section 4. **Regular Meetings**. Regular meetings of the Board shall be held at least two (2) times a year, in addition to the annual meeting, at a place and time to be decided upon by the Board during the Annual meeting. The Board may provide, by resolution, for a different time and place for regular meetings without further notice than by such resolution. Attendance at regular board meetings is imperative to conduct business related to the oversight of the Corporation. Any Director who misses two (2) regularly scheduled board meetings including annual meeting, over the course of one (1) year may be subject to removal following the process outlined in Section 11, Removal of Director. By prior arrangement with the President, a Director may participate in a regular meeting by telephone or other electronic means allowing all participants to hear each other.

Section 5. **Special Meetings**. Special meetings of the Board may be called by or at the request of the President or any two (2) Directors, and shall be held at such place and time as the President or Directors may determine. The person or persons calling a Special Meeting may call for the meeting to be conducted by telephone. By prior arrangement with the President, a Director may participate by telephone in a special meeting that is to be conducted in person, provided the Director so arranges with the person or persons calling the meeting.

Section 6. **Notice**. Notice of any meeting, regular or special, of the Board shall be given at least two (2) days previously thereto by telephone, email, or delivered personally to each director at his or her address as shown by the records of the Corporation.

Section 7. **Quorum**. A majority of the then-sitting Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors is present at any meeting, a majority of the directors present may adjourn the meeting without further notice

Section 8. **Board Decisions**. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws.

Section 9. **Action Without a Meeting**. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if the action is taken by unanimous consent of all Directors evidenced by one or more written consents describing the action taken, signed by each Director, and included with the minutes or filed with the records of the Corporation. Action taken by consents is effective when the last Director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document. Consents may be transmitted electronically by email or other means, provided they bear sufficient evidence of the Director's signature.

Section 10. **Proxies**. At any regular, annual or special meeting of the Board, a Director entitled to vote may vote by telephone, or by proxy executed in writing, including email, by that director. The proxy must be limited to a specific issue, not general, and must be signed and delivered to the Secretary one (1) day before the meeting. The proxy shall not count toward a quorum.

Section 11. **Removal of Director**. Any Director may be removed from the Board by an affirmative vote of two-thirds (2/3) of all of its members entitled to vote. Such action may be taken at any regular meeting or any special meeting at which due notice of the proposed removal shall have been given to the Board members together with or as part of the notice of the meeting.

Such removal may be accomplished with or without cause, but the Director involved shall be given an opportunity to be present and to be heard at the meeting at which his or her removal is considered.

The removal of a Director may be initiated at a regular meeting of the Board members by a motion made at the meeting, at a special meeting, or by petition signed and submitted to the Secretary by not less than twenty-five percent (25%) of the voting Directors. More than one Director may be considered for removal under a single motion or by a single petition for removal, but vote on the motion of petition for removal shall be separate as to each Director.

Section 12. **Vacancies and New Directorships**. The Board may elect Directors to fill any vacancies on the Board, by majority vote of the Directors present and voting at a duly called meeting of the Board at which a quorum is present. The Board shall set a term of office for each Director at the time of his/her election, which may in no event exceed three (3) years.

Section 13. **Compensation**. No member of the Board (with the exception of the Ex Officio member) shall receive a salary or other compensation for his/her services

except for allowable expenses incurred in connection with official duties of a Director as defined in Board policy.

Section 14. **Responsibilities.** Each Director is expected to support the Corporation as follows:

1. be fully acquainted with AT's purpose, objectives, programs, and finances;

2. comply with all AT policies including the AT conflict of interest policy;

3. serve on at least one (1) standing committee; and

4. fulfill those additional duties and requirements as set out in these Bylaws.

ARTICLE IV

Officers

Section 1. **Officers.** The Officers of the Board shall be a President, Vice President, a Secretary, a Treasurer, Assistant Secretary, and such other Officers as may be elected or appointed by the Board, all of whom shall be Directors at all times they serve as officers except for the Assistant Secretary who may be the Executive Director.

Section 2. **Election and Term of Office.** The Officers of the Board are nominated by the Executive Committee and elected by an affirmative vote of a majority of members of the Board entitled to vote, and shall hold office for the longer of two (2) years or until their successors are elected or appointed and qualified. An officer may succeed himself/herself in the same office for two (2) additional terms. After being out of that office for at least one (1) term, a person may again be elected to that office. The same person may simultaneously occupy more than one office except for the President, who shall not hold either the office of Treasurer or Secretary.

Section 3. **Removal.** Any Officer elected or appointed by the Board may be removed by the Board by affirmative vote of two-thirds (2/3) of all of Directors entitled to vote whenever in its judgment the best interests of AT would be served thereby. The Officer involved shall be given an opportunity to be present and heard at the meeting at which his or her removal is considered.

Section 4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. **Powers and Duties.**

A. **President.** The President of the Board shall be the Corporation's principal executive officer and shall have the following specific powers and duties:

1. To preside at all meetings of the Board and the Executive committees.

2. To appoint all committee chairs, except as otherwise provided in these Bylaws.

3. To see that all orders and resolutions of the Board are carried into effect.

4. To meet regularly with the Executive Director

5. From time to time to report to the Board of Directors all matters within his or her knowledge that in the best interest of AT should be brought to their attention.

6. In addition to the foregoing, the President shall have such other powers, duties and authority as may be set forth elsewhere in these Bylaws or as may be prescribed by the Board from time to time.

B. **Vice President.** The Board Vice President shall exercise the powers and perform the functions that from time to time are assigned by the President or the Board. The Vice President shall have the powers and shall exercise the duties of the President assigned to him or her by the Board whenever the President, by reason of illness or other disability or absence, is unable to act, and at other times when specifically directed by the President or the Board.

C. **Secretary.** The Board Secretary shall be the custodian of and shall maintain the AT books and records and shall be the recorder of all AT formal actions and transactions. The Secretary shall have the following specific powers and duties:

1. To record or supervise the proper recording of the minutes and transactions of all meetings of the Directors, and to maintain separate books at the principal office of AT, or such other place as the Board may order of all such meetings in the form and manner required by law.

2. To keep at the principal office, open to inspection by Directors at all reasonable times, the original or a certified copy of the Bylaws of the Corporation as amended or otherwise altered.

4. To attend to the giving and serving of all notices of the Corporation required by law or these Bylaws.

5. To attend to such correspondence and make such reports as may be assigned to him/her.

6. In addition to the foregoing, the Secretary shall have such other powers, duties, and authority as may be set forth elsewhere in these Bylaws and as may be prescribed from time to time by the President or the Board.

D. **Assistant Secretary**. The Assistant Secretary shall assist the Secretary and other Officers as requested.

E. **Treasurer**. The Treasurer shall oversee the financial affairs of the corporation, and shall perform all other duties incidental to the office or assigned by the Chair, by these Bylaws or by Board resolution. The Treasurer will serve as the Chair of the Finance Committee, and have the following specific powers and duties:

1. To keep and maintain, open to inspection by the President and any Director, at all reasonable times, adequate and correct accounts of the properties and business transactions of AT, which shall include all matters required by law and which shall be in form as required by law.

2. To ensure that the Corporation adopts, implements, and follows appropriate financial controls.

3. To render to the President and Secretary or to the Board whenever they may require it, an account of all transactions as Treasurer and a financial statement in form satisfactory to them, showing the condition of AT.

4. Working with AT staff, to prepare and present to the Board an annual budget.

5. In addition to the foregoing, the Treasurer shall have such other powers, duties and authority as may be set forth elsewhere in these Bylaws, and as may be prescribed from time to time by the President or the Board.

ARTICLE V

Executive Director

Section 1. The Board shall appoint an Executive Director (ED) who shall be responsible for the day-to-day operation of the corporation. The ED shall be an ex-officio member without vote of the Board and all Board committees and shall act as the duly

authorized representative of the Board in all matters except those which the Board has formally designated some other person or group to act. The duties of the ED shall include, but not be limited to, those outlined in the current ED job description.

ARTICLE VI

Committees and Policies

Section 1. Committees. The Board shall have the following Standing Committees. In addition, the Board, at its discretion, may constitute and appoint additional committees for such purpose and duration as the Board shall determine. Except for the Executive Committee, Committees may have, in addition to a majority of Director members, such other members as the Board shall designate, who shall serve for such terms as the Board shall specify. All committees shall have a Board member as chair. Committee members shall be appointed by the committee chair in collaboration with the Board President.

A. **Executive Committee.** The President, Vice President, Secretary, Treasurer, the Chairs of Standing Committees, immediate past President, and Executive Director shall constitute an Executive Committee, which shall be authorized to exercise the powers of the full Board between regular meetings of the Board when it is impractical, in the view of the President (or in the absence or unavailability of the President, a Vice-President), to call a special meeting of the Board. The immediate past President and Executive Director positions on the Executive Committee shall be non-voting. Any action taken by the Executive Committee shall be presented to the Board at its next regular or special meeting and shall be included in the minutes or other records of Board actions. The Executive Committee shall also function as the Board Compensation Committee and Governance Committee, with responsibility for nominating board members and board officers, for maintaining the Corporate Bylaws and for evaluating and setting the compensation and benefits for the Executive Director.

B. **Finance Committee.** The Finance Committee, working with AT's staff, is responsible for development of AT's budget, and monitoring and adjustment of the budget during each year and from year to year. The Finance Committee interviews prospective audit firms and makes recommendations to the Board.

C. **Personnel Committee.** The Personnel Committee is responsible for policies and procedures related to employees, employee benefits and staff levels. The Committee makes recommendations to the Board.

D. **Program Planning and Evaluation Committee.** The Program Planning and Evaluation Committee establishes the strategic direction of the organization including the drafting and adoption of Advance Transit's Five-Year Transit Development Plan and its associated service designs. The Committee makes recommendations to the Board.

E. **Public Relations and Marketing Committee.** The Public Relations and Marketing Committee assists AT in meeting its goals and priorities through effective strategic communication, marketing and philanthropic initiatives. The Committee makes recommendations to the Board.

Section 2. **Policies.** The Board, in its discretion, may implement and adopt policies to further define the goals and operations of the Corporation including policies related to charitable giving, financial management, conflicts of interest, employee conduct and other policies related to matters pertinent to AT. Policies may be implemented, revoked or amended by the Board at any time in its sole discretion.

ARTICLE VII

Certificates of Shares

The Corporation has no shares and shall not issue share certificates.

ARTICLE VIII

Contracts, Checks, Deposits, Gifts and Expenditures

Section 1. **Contracts.** The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of AT, and such authority may be general or may be confined to specific instances.

Section 2. **Checks, Drafts or Orders.** All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of AT shall be signed by such officer or officers, agent or agents of AT and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such

determination by the Board, such instruments shall be signed by the Executive Director and countersigned by the President of the Board or Treasurer.

Section 3. **Deposits.** All AT funds shall be deposited from time to time to the credit of AT, in such banks, trust companies, or other depositories as the Board may select.

Section 4. **Gifts.** The Board may accept on behalf of AT any contribution, gift, bequest, or devise.

Section 5. **Approval of Expenditures.** Any proposed expenditure of $100,000 or more, not included in the approved capital and/or operating budget, requires an affirmative vote of two-thirds (2/3) of the members of the Board entitled to vote, the notice of which has specified the details regarding the proposed expenditure.

ARTICLE IX

Books and Records

AT shall keep: (i) correct and complete books and records of accounts; (ii) minutes of the proceedings of its Board and committees; and (iii) at its principal office, a record giving the names and addresses of the Directors entitled to vote. All books and records of AT are open to inspection by a Director or his/her agent or attorney upon reasonable written request to the Executive Director or Board President.

ARTICLE X

Fiscal Year

The fiscal year of AT shall be from July 1 through June 30.

ARTICLE XI

Amendment of Bylaws

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by: (1) a majority of the directors of the Board present at any regular meeting or at a special meeting, if at least seven (7) days' written notice is given to all directors of intention to alter, repeal, or adopt new Bylaws at such meeting, or (2) an affirmative vote at any regular meeting of two-thirds (2/3) of all of the directors of all of the Board entitled to vote.

ARTICLE XII

Conflicts of Interest and Pecuniary Benefit Transactions

The Directors, officers, members of standing and ad hoc committees and employees of AT have a responsibility to avoid conflicts of interest and the appearance of such conflicts, and to transact the affairs of AT honestly and economically in accordance with applicable laws and regulations and in a manner which promotes the best interests of AT. The Board has adopted a written conflicts of interest policy, which is appended to these Bylaws as Attachment A.

ARTICLE XIII

Waiver of Notice

Whenever any notice is required to be given under the provisions of Chapter 292 of the New Hampshire Revised Statutes Annotated or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

Dissolution

Upon the dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of AT, in such manner or to such organization or organizations organized and operated exclusively for charitable, education, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of AT is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XV

Indemnification of Officers and Directors

Each officer, Director of the Corporation and member of a Board standing or ad hoc committee now or hereafter serving as such shall be indemnified by the Corporation against any and all claims and liabilities to which he or she has or shall become, by reason of serving or having served as such officer, Director or committee member, or by reason of any action alleged to have been taken, omitted, or neglected by him or her as such officer, Director or committee member; and the Corporation shall reimburse each such person for all legal expenses reasonably incurred by him or her in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her own willful misconduct or gross negligence. The amount paid or reimbursed to any officer, Director or committee member by way of indemnification shall not exceed his or her actual, reasonable, and necessary expenses incurred in connection with the matter involved. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any officer, Director of the Corporation or committee member may otherwise be entitled by law.

ATTACHMENT A

Policy on Conflict of Interest and Pecuniary Benefit Transactions

Conflict of Interest and Pecuniary Benefit Transactions.

A. **General.** It shall be against the policy of the Corporation to have conflicts of interest with its directors, officers, members of standing or ad hoc committees, staff or members of their immediate families. A conflict of interest exists when there is a potential that an individual may obtain a direct or indirect pecuniary benefit, or any other improper gain or advantage, as a result of activities conducted on behalf of AT, or when actions advance a person's interests or those of another rather than the interests of AT, or when actions are adverse to the best interest of AT.

There exists between Advance Transit and its Board, officers, members of standing and ad hoc committees, and management employees a fiduciary duty. The Board, officers, committee members, and management employees have the responsibility of administering the affairs of Advance Transit honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of Advance Transit. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with Advance Transit or knowledge gained from their position for their personal benefit. The interests of the organization must have the first priority in all decisions and actions.

B. **Annual Questionnaire.** Each Director, Board committee member, the Executive Director, and all employees of AT designated by the President, shall annually complete a questionnaire to provide information on their related entities and persons and business activities and those of their immediate families as defined by statute, and such questionnaire shall be reviewed by the President and Secretary and kept on file at the office of the Corporation.

C. **Pecuniary Benefit Transactions.** In the event of a pecuniary benefit transaction as defined by New Hampshire law in RSA 7:19-a, it shall be the policy of the corporation to follow the statute. In the event the corporation or any director becomes aware of any potential pecuniary benefit transaction as defined by law, the corporation shall follow the procedures prescribed by law and give notice of the transaction to the full board with notice of its next meeting. At the meeting, the board shall vote on whether the pecuniary benefit transaction is in the best interest of the corporation, after full explanation thereof and without the director being present and without any director who has had a pecuniary benefit transaction within the fiscal year being present. If two-thirds of the entire board shall vote that the pecuniary benefit transaction is in the best interest of the corporation, the transaction shall be allowed. Notice of any such pecuniary benefit transaction the value of which is $5000 or more shall be published according to statute. Notice of all pecuniary benefit transactions shall be given to the Director of

Charitable Trusts of the State of New Hampshire annually, and individually for those transactions exceeding $5000.

D. **Disclosure of Conflicts of Interest.**

1. Individuals covered by this policy have a duty to voluntarily disclose any potential conflict of interest prior to assuming their responsibilities or at the time the potential conflict arises. Further, those individuals have a duty to annually disclose potential or actual conflicts to the Board. Immediate family members are also included for disclosure purposes. Immediate family members are defined as: spouse, child, parent, sibling, and any person living in the same household as persons with responsibilities to transact the affairs of AT. Any possible conflict of interest on the part of any director, officer, Board committee member, employee or selected volunteer of AT shall be disclosed in writing to the Board and made a matter of record through the annual procedure set out in the conflicts of interest policy and also when the interest involves a specific issue or transaction before the Board.

2. The Board will comply with all the requirements of New Hampshire law with respect to conflicts of interest, including but not limited to:

(i) the requirement of a two-thirds (2/3) vote of disinterested directors when the financial benefit to the director or officer is $500 or more in a fiscal year,

(ii) the advance notice requirements when the benefit exceeds $5,000 in a fiscal year,

(iii) the limitations on participation by the affected director, officer, Board committee member, employee or selected volunteer of AT in the decision of the Board,

and

(iv) the requirement to create a record of the action in the minutes.

D. **Role of the Executive Committee.** The Executive Committee shall review the conflicts of interest policy at least annually and oversee the Conflict of Interest disclosure process assuring that individuals covered by this policy are informed of its disclosure requirements consistent with applicable laws. The Executive Committee shall annually conduct a comprehensive survey of the individuals covered by this policy and analyze other relevant information which may provide information that a potential or actual conflict of interest exists. The Executive Committee will then report the results of this process to the Board.

ADVATRA-01 WPARENT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2024

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 (A/C, No, Ext): (802) 383-1621 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: mkavanagh@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western Insurance	10804
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPA 5153286 - 20	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO			CAA 5474531 - 13	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUA 5474532 - 13	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WCA 5153288 - 20	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

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FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: ADVANCE TRANSIT, INC.

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

Or,

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

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

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

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: ADVANCE TRANSIT, INC.

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

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

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

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_____ Date: 3-12-2024

Name ADAMS J. CARROLL Authorized Representative of Applicant

FFY 2024 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2024 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2024 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

ADVANCE TRANSIT, INC.
Name of Agency

JUNE 12, 2024
Date

ADAMS CARROLL
Name of Authorized Official

Signature

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

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

Name of Subrecipient Agency: Advance Transit, Inc.

Advance Transit, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: ***(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)***

Amount: $1,226,451.00
Catalog of Federal Domestic Assistance (CFDA) number: 20.526
FTA Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM
Federal Award Identification Number (FAIN): **1385-2024-2**
Federal Award Date: **Pending execution**

Amount: $1,615,000.00
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-2022-013**
Federal Award Date: **8/03/2022**

Total- $2,841,451.00

Contact information for sub-awarding official:
Name: Fred Butler Title: Public Transportation Administrator, Bureau of Rail and Transit
Email: Frederick.J.Butler@dot.nh.gov Phone: 603-271-2565
Is this award for research and development? No
NHDOT's cost rate for the federal award: N/A

Subrecipient/Contractor Information:
Subrecipient Name: ***Advance Transit, Inc.***
Subrecipient SAM.GOV I.D.: **XRDYJ3TWHTZ5**
Name of authorizing subrecipient official: Rebecca Owens
Title of authorizing subrecipient official: President
Federal Clauses: Yes
Master Agreement/Certifications and Assurances: Yes

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

Subaward Period of performance:
Start Date: 7/1/24 End Date: 6/30/28

Total amount of FTA sub-award obligated by this action *(agreement/amendment)*:
For FFY: 2024 Section: 5339 Amount: $2,841,451.00

Total amount of FTA sub-award committed to the *subrecipient* *(original agreement & amendments)*:
For FFY: 2024 Section: 5339 Amount: $2,841,451.00

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 subrecipient's 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: August 1, 2024

Name of authorizing subrecipient official: Rebecca Owens

Title of authorizing subrecipient official: President

Signature of authorizing subrecipient official: _____

Internal Revenue Service

District
Director

Department of the Treasury

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

Date: MAY 13 1996

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

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

Dear Sir or Madam:

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

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

Our records indicate that exemption was granted as shown below.

Sincerely yours,

[Patricia Holub]

Patricia Holub
Manager, Customer
Service Unit

Name of Organization: Advance Transit, Inc.

Date of Exemption Letter: February 1985

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

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

ADVANCE TRANSIT, INC.

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

June 30, 2022 and 2021

ADVANCE TRANSIT, INC.

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Veroff & Austin
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 Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Advance Transit, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Advance Transit, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Advance Transit, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Advance Transit, Inc.'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.

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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 Advance Transit, Inc.'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 Advance Transit, Inc.'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 schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the 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 29, 2022, 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 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 Advance Transit, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Advance Transit, Inc.'s internal control over financial reporting and compliance.

Veroff & Austin

Veroff & Austin PLLC
Laconia, New Hampshire
August 29, 2022
VT Reg. #092.013574

ADVANCE TRANSIT, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2022 and 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,965,379	$ 3,451,227
Accounts receivable	802,599	494,183
Restricted municipal and contract pledges receivable	1,691,364	926,066
Prepaid expenses	253,007	261,016
Security deposits	27,715	-
Total current assets	6,740,064	5,132,492
PROPERTY AND EQUIPMENT, net	10,341,035	10,956,634
TOTAL ASSETS	$ 17,081,099	$ 16,089,126
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 71,835	$ 159,212
Accrued payroll expenses	182,828	212,013
Deferred revenue	-	743
Total current liabilities	254,663	371,968
LONG-TERM LIABILITIES		
Payroll protection program note payable	-	673,300
Total liabilities	254,663	1,045,268
NET ASSETS		
Without donor restrictions		
Designated		
Capital reserve	500,000	459,190
Operating reserve	2,000,000	1,900,000
Strategic reserve	442,700	500,000
Undesignated	1,896,773	344,294
With donor restrictions	11,986,963	11,840,374
Total net assets	16,826,436	15,043,858
TOTAL LIABILITIES AND NET ASSETS	$ 17,081,099	$ 16,089,126

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year ending June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Federal government: section 5311, operating	$ 3,913,887	$ -	$ 3,913,887
Federal and state government: section 5339/5311, capital	-	505,953	505,953
Federal government: CMAQ, operating	241,499	-	241,499
Contract	289,811	1,310,065	1,599,876
Municipal	265,645	381,299	646,944
State of New Hampshire	34,782	-	34,782
Donations	92,569	51,806	144,375
Sponsorships	68,976	-	68,976
PPP Loan Forgiven	682,172	-	682,172
Gain on Sale of Fixed Assets	13,550	-	13,550
Other	10,529	-	10,529
Net assets released from restrictions	2,147,967	(2,147,967)	-
Total revenue and support	7,761,387	101,156	7,862,543
EXPENSES			
Program services			
Public and other transporation	5,178,666	-	5,178,666
Total program services	5,178,666	-	5,178,666
Support services			
General and administrative	829,455	-	829,455
Fundraising	71,844	-	71,844
Total support services	901,299	-	901,299
Total expenses	6,079,965	-	6,079,965
Change in net assets before transfers	1,681,422	101,156	1,782,578
Transfers of local share to restricted	(45,433)	45,433	-
Net assets, beginning of year	3,203,484	11,840,374	15,043,858
Net assets, end of year	$ 4,839,473	$ 11,986,963	$ 16,826,436

See Accompanying Notes to Financial Statements

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

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

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the year ending June 30, 2022

	Program Services	Support Services			
	Public and Other Transportation	General and Administrative	Fundraising	Total Support Services	Total
Expenses:					
Salaries	$ 2,469,508	$ 279,544	$ -	$ 279,544	$ 2,749,052
Payroll taxes	177,020	33,038	-	33,038	210,058
Benefits	562,102	80,929	-	80,929	643,031
Fuel	205,790	1,428	-	1,428	207,218
Repairs	221,623	1,676	-	1,676	223,299
Consulting	-	265,064	44,038	309,102	309,102
Office	43,142	62,362	27,806	90,168	133,310
Insurance	277,106	10,688	-	10,688	287,794
Travel	1,767	215	-	215	1,982
Uniforms	19,642	-	-	-	19,642
COVID 19 supplies and equipment	3,895	1,278	-	1,278	5,173
Building	132,878	-	-	-	132,878
Parts inventory	6,113	-	-	-	6,113
Interest	-	8,873	-	8,873	8,873
Depreciation	1,058,080	84,360	-	84,360	1,142,440
Total expenses	$ 5,178,666	$ 829,455	$ 71,844	$ 901,299	$ 6,079,965

See Accompanying Notes to Financial Statements

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

	Program Services	Support Services			
	Public and Other Transportation	General and Administrative	Fundraising	Total Support Services	Total
Expenses:					
Salaries	$ 2,566,112	$ 394,914	$ -	$ 394,914	$ 2,961,026
Payroll taxes	189,477	39,714	-	39,714	229,191
Benefits	711,195	104,335	-	104,335	815,530
Fuel	165,393	973	-	973	166,366
Repairs	215,572	2,569	-	2,569	218,141
RTAP grant	1,704	-	-	-	1,704
Consulting	0	87,320	49,945	137,265	137,265
Office	40,967	60,094	38,036	98,130	139,097
Insurance	307,080	9,274	-	9,274	316,354
Travel	1,840	151	-	151	1,991
Uniforms	19,669	-	-	-	19,669
COVID 19 supplies and equipment	75,271	2,105	-	2,105	77,376
Building	151,180	-	-	-	151,180
Parts inventory	27,032		-	-	27,032
preciation	1,016,460	77,764	-	77,764	1,094,224
Total expenses	$ 5,488,952	$ 779,213	$ 87,981	$ 867,194	$ 6,356,146

See Accompanying Notes to Financial Statements

ADVANCE TRANSIT, INC.
STATEMENTS OF CASH FLOWS
Year ending June 30, 2022 and 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,782,578	$ 840,816
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,141,996	1,094,224
Gain (loss) on disposal of equipment	(13,550)	4,500
PPP Loan forgiven	(673,300)	-
(Increase) decrease in accounts receivable	(308,417)	306,570
(Increase) decrease in municipal and contract pledges receivable	(765,298)	60,625
(Increase) decrease in prepaid expenses	(4,674)	54,723
(Increase) decrease in inventory	(15,032)	-
Increase (decrease) in accounts payable	(87,381)	90,615
Increase (decrease) in accrued payroll expenses	(29,186)	(23,506)
Increase (decrease) in deferred revenue	(743)	(40,071)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,026,993	2,388,496
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(535,890)	(1,062,442)
Proceeds from the sale of equipment	23,050	-
NET CASH USED IN INVESTING ACTIVITIES	(512,840)	(1,062,442)
NET INCREASE IN CASH	514,153	1,326,054
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	3,451,226	2,125,172
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 3,965,379	$ 3,451,226

See Accompanying Notes to Financial Statements

NOTE 1 – NATURE OF ACTIVITIES

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

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Basis of Presentation

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

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

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

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

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

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

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

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2021, 2020, 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.

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

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

Deferred revenue

The Organization records deferred revenue, which represents sponsorship, local grant match pledges, and advertising income covering periods beyond June 30, 2022 and unearned sponsorship and municipal assistance received in advance of the period to which the revenue relates.

Compensated Absences

Employees of the Organization are entitled to paid vacation and paid sick days, depending on length of service. Employees are allowed to accumulate unused vacation time up to a maximum of 125% of annual hours earned and based on the number of years employed by the Organization.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (continued)

Compensated Absences (continued)

Employees that present a COVID-19 vaccination card are also awarded 8 additional vacation hours for each vaccination shot received. Twice annually employees may request a payout of up to 32 hours of vacation time and must be paid out in 8-hour increments. Employees are entitled to a payout of all unused vacation time upon separation of employment from the Organization.

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

Designation of Unrestricted Net Assets

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

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable include funds due the Organization under various grant award agreements. Accounts receivable as of June 30, 2022 and 2021 consisted of the following:

	2022	2021
New Hampshire Department of Transportation	$ 400,032	$ 191,718
Vermont Agency of Transportation	384,128	267,645
Contracts	-	7,323
Federal and state excise tax	18,430	23,963
Federal employment credits	-	2,611
Other	9	923
Total accounts receivable	$ 802,599	$ 494,183

NOTE 4 – RESTRICTED MUNICIPAL AND CONTRACT PLEDGES RECEIVABLE

	2022	2021
Donor restricted contributions:		
Town of Hanover	$ 150,783	$ -
Town of Hartford	81,747	81,747
Town of Norwich	13,514	13,514
City of Lebanon	124,855	124,855
Town of Enfield	5,400	5,400
Town of Canaan	5,000	9,550
Michaels Student Living LLC	540,036	-
Dartmouth Hitchcock Medical Center	128,100	122,000
Dartmouth College	641,929	569,000
Total	$ 1,691,364	$ 926,066

NOTE 4 – RESTRICTED MUNICIPAL AND CONTRACT PLEDGES RECEIVABLE (continued)

All contributions will be received and recognized in FY2023 except for Michaels Student Living LLC, which will be received as follows:

FY2023	$ 150,000
FY2024	100,000
FY2025	100,000
FY2026	100,000
FY2027	100,000
FY2028	25,000
Less unamortized discount	(34,964)
Total	$ 540,036

The discount rate on the Michael's pledge is calculated at the 5-year Daily Treasury Par Yield Curve Rate, 2.88% at June 30, 2022.

NOTE 5 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30, 2022 and 2021:

	2022	2021
Land	$ 263,358	$ 263,358
Land improvements	47,804	47,804
Buildings and improvements	4,376,456	4,357,360
Transportation equipment	11,521,017	11,429,226
Communication and radio equipment	130,244	99,411
Office and shop equipment	938,341	833,124
	17,277,220	17,030,223
Less accumulated depreciation and amortization	6,936,185	6,073,589
Property and equipment, net	$ 10,341,035	$ 10,956,634

NOTE 6 – LINE OF CREDIT

The Organization has available a bank line of credit for up to $200,000 at June 30, 2022 and 2021. 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, 2022 and 2021. There were no outstanding balances on this line of credit as of June 30, 2022 and 2021.

NOTE 7 – PAYROLL PROTECTION PROGRAM GRANT

On April 3, 2020 the Organization applied for and was granted a 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 was forgiven in full by the lender and has therefore been reported on the Statement of Activities for the year ended June 30, 2022 as grant income.

NOTE 8 – NET ASSETS

Board Designated Net Assets

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

In January 2016 the Board approved the establishment of a Board designated operating reserve fund. The purpose of the operating reserve fund is to set aside approximately four months of operating expenses for the organization. As of June 30, 2022 the minimum operating reserve calculated and set aside by the Board amounted to $2 million. The amount of the operating reserve target minimum will be reassessed annually.

During FY2021 the Organization's Board of Directors established a strategic reserve fund. The Strategic Reserve is intended to provide a ready source of funds for strategic initiatives necessary for the effective operation of the organization and programs. The target amount of the Strategic Reserve will be determined by reference to the forecasted needs of the organization, with the minimum established in an amount deemed sufficient to cover needs identified in the current strategic plan. The initial target Strategic Reserve is equal to $500,000. The amount of the Strategic Reserve target minimum will be reassessed at least annually.

Net Assets with Donor Restrictions

Net assets with donor restrictions consist of equipment and vehicles purchased with restricted resources, thereby limiting the assets use to specified purposes throughout the useful life of the assets, town appropriations approved in June 30, 2022 but to be paid in 2023 and capital campaign pledges.

Net assets with donor restrictions are comprised of the following:

	2022	2021
Net property, plant and equipment funded with restricted resources	$ 10,245,362	$ 10,887,606
Orange/yellow line local match contribution	50,237	40,640
Municipal and contract pledges	1,691,364	922,128
Total net assets with donor restrictions	$ 11,986,963	$ 11,840,374

Net assets released from restrictions are as follows:

	2022	2021
Purpose restrictions accomplished:		
Depreciation on restricted assets	$ 1,138,681	$ 1,092,241
Expiration of purpose restrictions on capital campaign funds	-	100,000
Expiration of purpose restrictions on orange/yellow line (CMAQ)	42,209	-
Expiration of purpose restrictions on capital purchases not depreciated	31,511	6,151
Expiration of time restrictions on contributions receivable	926,066	986,691
Expiration of purpose restrictions on bus disposals	9,500	4,500
Total net assets released from restrictions	$ 2,147,967	$ 2,189,583

NOTE 9 – RETIREMENT PLAN

The Organization sponsors a salary reduction contribution plan pursuant to Section 403(b) of the Internal Revenue Code, covering substantially all employees. Under the plan, employees contribute a specified percentage of their salary, or a fixed dollar amount, to the plan. The Organization may agree to make "non-elective" contributions or a matching contribution to their employees' 403(b) plans. The Organization currently matches 50% on the first 5% of employee deferrals. For the years ended June 30, 2022 and 2021 employer contributions to the plan amounted to $36,192 and $23,829, respectively.

NOTE 10 – ECONOMIC DEPENDENCE

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

NOTE 11 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

	2022	2021
Financial assets consist of:		
Cash and cash equivalents	$ 3,965,378	$ 3,451,227
Accounts, municipal and pledges receivable	2,493,963	1,420,249
Total financial assets	6,459,341	4,871,476
Less those unavailable for general expenditures within one year, due to:		
Donor restrictions	50,237	40,640
Financial assets available to meet cash needs for general expenditure within one year	$ 6,409,104	$ 4,830,836

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

NOTE 12 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 29, 2022, 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, 2022

Federal Grantor Agency and Program Title	CFDA Number	Pass-Through Identifying Number	Program or Award Amount	Awards Expended
U.S. Department of Transportation				
Major Programs:				
State of New Hampshire Department of Transportation:				
Formula Grants for Rural Areas	20.509	NH-2021-17	$ 3,570,000	$ 2,979,610
State of Vermont Agency of Transportation:				
Formula Grants for Rural Areas	20.509	ARPA22-901	560,000	560,000
Formula Grants for Rural Areas	20.509	ARPA22-401	287,500	225,198
Formula Grants for Rural Areas	20.509	ARPA22-501	162,500	149,078
Formula Grants for Rural Areas	20.509	ARPA22-801	48,673	48,573
Formula Grants for Rural Areas	20.509	CRRSAA22-801	192,927	192,927
Formula Grants for Rural Areas	20.509	FT201904-061	4,454	1,601
Formula Grants for Rural Areas	20.509	FT202201-061	70,400	10,328
Formula Grants for Rural Areas	20.509	FT202101-061	135,840	19,557
Subtotal CFDA 20.509				1,207,262
Total Major Programs				4,186,872
Federal Transit Cluster				
State of Vermont Agency of Transportation:				
Bus and Bus Facilities Formula Program	20.526	FT202207-061	80,000	76,421
Bus and Bus Facilities Formula Program	20.526	FT202205-081	80,000	76,421
Bus and Bus Facilities Formula Program	20.526	FT202205-071	832,500	90,126
Federal Transit Capital Investment Grants	20.500	FT040021-061	10,818	10,818
State of New Hampshire Department of Transportation:				
Bus and Bus Facilities Formula Program	20.526	NH-2021-010	177,056	177,056
Total Federal Transit Cluster				430,842
Total Expenditures of Federal Awards				**$ 4,617,714**

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, 2022. Several programs are jointly funded by the State of Vermont and State of New Hampshire appropriations in addition to Federal Awards. The Schedule reflects only that part of the grant activity funded by Federal Awards. The Organization has elected not to use the 10 percent de minimis indirect cost rate allowed under the *Uniform Guidance*.

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

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

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, 2022, 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 29, 2022.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Veroff & Austin

Veroff & Austin, PLLC
Springfield, Vermont
August 29, 2022
VT Registration #092.013574
NH Registration #07774D

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, 2022. 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, 2022.

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.

Veroff & Austin

Veroff & Austin, PLLC
Springfield, Vermont
August 29, 2022
VT Registration #092.013574
NH Registration #07774D

ADVANCE TRANSIT, INC.
Schedule of Findings and Questioned Costs
Year Ended June 30, 2022

Section I – Summary of Auditors' Report

Financial Statements

Type of auditors' report issued:	**Unqualified**
Internal control over financial reporting:	
• Material Weakness(es) identified?	**No**
• Significant deficiency(ies) identified that are not considered to be material weaknesses.	**No**
Non-compliance material to the financial statements noted?	**No**

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	**No**
• Significant deficiency(ies) identified that are not considered to be material weakness(es)?	**No**
Type of auditors' report issued on compliance for major programs:	**Unqualified**
Any audit findings disclosed that are required to be reported in accordance with section 200.516 of the *Uniform Guidance*?	**No**

Identification of Major Programs

Name of program or cluster	CFDA number
U.S. Department of Transportation – Formula Grants for Rural Areas	20.509

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as a low-risk auditee under Section 200.520 of the *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

Board of Directors

July 1, 2023

President Matt Osborn *Member At Large* (board term ends 6/24; officer term ends 6/24)	**Vice President** Nathan Miller *Member At Large* (board term ends 6/24; officer term ends)
Treasurer Georgios Katsaros *Norwich Member* (board term ends 6/25; officer term ends 6/25)	**Secretary** Rebecca Owens *Lebanon Member* (board term ends 6/24; officer term ends 6/25)
Mark Beliveau *Hanover Member* (board term ends 6/25)	Patrick O'Neill *Member At Large* (board term ends 6/26)
Bethany Fleishman *Hartford Member* (board term ends 6/25)	Robert Starkey *Member At Large* (board term ends 6/24)
Robert Houseman *Hanover Member* (board term ends 6/26)	James L. Taylor *Enfield Member* (board term ends 6/26)
Kathie Nolet *Member At Large* (board term ends 6/26)	Devin Wilkie *Lebanon Representative* (board term ends 6/24)

Adams Carroll

linkedin.com/in/adamscarroll

Contact

120 Billings Farm Rd
White River Junction, VT 03766

acarroll@advancetransit.com
+1 (802) 295-1824

Experience

Advance Transit / Executive Director
JUNE 2022 - PRESENT; WILDER, VT

numo llc / Director of Operations - indi
DECEMBER 2018 - MAY 2022; PITTSBURGH, PA

Pittsburgh Bikeshare Inc. / Director of Operations and Planning
SEPTEMBER 2016 - DECEMBER 2018; PITTSBURGH, PA

Metropolitan Government of Nashville and Davidson County / Active Mobility Planner
JANUARY 2015 - SEPTEMBER 2016; NASHVILLE, TN

Walk Bike Nashville / Program Manager
JANUARY 2012 - AUGUST 2014, NASHVILLE, TN

Hands On Nashville / Program Coordinator
NOVEMBER 2011 - FEBRUARY 2013; NASHVILLE, TN

St. Petersburg State University & Bard College / International Program Manager
DECEMBER 2009 - JUNE 2011; ST. PETERSBURG, RUSSIA

Education

University of Pittsburgh - Katz School Of Business / M.B.A.
2019-2022, BUSINESS ADMINISTRATION

Vanderbilt University - Peabody College / M.Ed.
2013-2015, COMMUNITY DEVELOPMENT AND ACTION

Reed College / B.A.
2005-2009, RUSSIAN LITERATURE AND LANGUAGE

Ashley Manning

Email – amanning@advancetransit.com

----------Professional Summary----------

Operations leader with vast knowledge and experience in public transit. Versed in project management, organization, self-motivation and ability to work with others.

----------Core Qualifications----------

- File/Records Management
- Warranty
- Inventory Management
- Facility Maintenance Management
- Vendor Negotiations
- Procurement
- Contract Management
- Shop Scheduling
- Budgets
- Computer Proficient, including Excel, Dossier and Transman Maintenance Software
- Organization Skills
- Reports generation and analysis
- Quick Learner

----------Experience----------

Chief Operating Officer 04/23-current
Advance Transit
Wilder, VT

Oversight and direction of Advance Transit's fleet facility maintenance, procurement, transit operations, demand-response paratransit operations, and associated operational functions.

Maintenance, Facilities, & Procurement Manager 10/16-04/23
Advance Transit
Wilder, VT

Maintenance, Facilities, and Procurement Manager at a rural transit agency operating in both Vermont and New Hampshire.

MPA 6/15-6/16
Casella Construction; Casella Hydraulics

Mendon, VT

Supports maintenance department in hydraulics and growing construction divisions. Works with hydraulic technicians to provide timely, professional hydraulic repairs for customers. Duties – customer communication; invoice generation; A/R collection duties in hydraulics; manage inventory at several locations; repair order review; communicate with job site supervisors to schedule work and parts deliveries. Process development – maintenance invoices; small equipment purchases/management; regular inventory; parts returns; creating requisition lists for regular parts reordering. Responsible for warranty submission, permits and registrations, IFTA submissions, managing assets in maintenance software, training technicians on maintenance software.

Interim Fleet Manager; MPA 6/14-6/15
Casella Waste
Williston, VT

Worked collaboratively with the mechanics and other departments to maintain a professional, goal based work environment. Responsibilities – inventory; shop scheduling; communicate with third party shops; repair order review; prioritize work load to ensure trucks are safe and operational for all routes; DOT compliance; working with operations to determine route needs and schedule maintenance.

Assistant to the Maintenance Manager 3/07-6/14
CCTA (Chittenden Country Transportation Authority)
Burlington, VT

Successfully supported Maintenance Manager and Department. Experience includes – payroll; processing time off requests; repair order review; report generation/analysis; purchasing; budget; invoice processing; capital purchasing; warranty; MSDS record keeping; mechanic computer training; Community Right-to-Know Program submissions; PM compliance; scheduled maintenance and maintained working relationship with personnel at offsite locations; facility maintenance program; ensuring compliance with FTA regulations.

----------Education/Training----------

Enhancing Your TAM Program with Lifecycle Management, NTI, 2022
Reasonable Suspicion Determination Training, RLS, 2022
Project Management for Transit Professionals, NTI, 2021
Procurement for Small and Medium Transit Systems, NTI, 2018

High School Diploma, 2004
Fair Haven Union HS – Fair Haven, VT

jbilby@advancetransit.com

Jason Bilby

SUMMARY

- Budgeting, Forecasting, and Modeling
- Executive level communication and support
- Business strategy analysis and development
- Team leadership and development
- Internal and external partnership expertise
- System implementation and best practices

EXPERIENCE

Advance Transit, Inc., Wilder, VT
Controller (Current Position)

C&S Wholesale Grocers, Keene, NH
Finance Supervisor (1 year)

- Supervised three accountants responsible for inventory valuation and tracking.
- Managed processes for dead & excess, cash discount, and salvage activities.
- Leveraged technologies to streamline processes for tracking key performance indicators.

Powers Guaranteed Services, Swanzey, NH
General Manager (4 years)

- Provided organizational leadership, management, and accountability.
- Created and implemented strategies for business growth for a $12M organization.

Crossway Church, Keene, NH
Pastoral Assistant of Administration (2 years)

- Administered payroll, payroll taxes, W-2's, 1099's, budgets, and financials in QuickBooks.
- Directed implementation and development of a church management system.
- Lead quarterly meetings and financial updates to members and organizational leadership.
- Instructed and developed leadership capabilities for effective mission execution.

C&S Wholesale Grocers, Keene, NH
Finance Supervisor / Risk Management Analyst / Sr. H/R Analyst (5 years 10 months)

- Supervised two accountants responsible for $50M+ in payroll taxes, health and liability insurance.
- Developed procedures for quantifying, financing, insuring, mitigating, and managing risks.
- Leveraged technologies to create an automated process for tracking key performance indicators.

- Led executive level presentations to recommend and implement best practices.

Robert Half, Inc., Louisville, KY
Financial Specialist (2 years 4 months)

- Performed system conversions, business unit divestitures and process control improvements.
- Prepared financial analyses, budgets, and forecasts; performed month/year-end close procedures.
- Managed fixed asset reviews and provided recommendations for valuation and disposal.

Sulzer Chemtech USA, Inc., Tulsa, OK
Accountant (2 years 5 months)

- Prepared financial analyses, budgets, and forecasts; performed month/year-end close procedures.
- Assisted with payroll system integration and annual inventory procedures.
- Developed an automated credit card reconciliation process for end users to process expense reports.

Prior Experience

- District Controller (3 years)
- Public Accounting (1 year)

TECHNICAL SKILLS

Microsoft Office – Excel, Word, PowerPoint, Access (pivot tables, macros, VBA)
Oracle R12 – OBIEE & SQL query (dashboards and ad-hoc analysis)
QuickBooks Online
QuickBooks Business Enterprise
Hyperion

EDUCATION

Northeastern State University, BBA Accounting

Trish Palao

tpalao@advancetransit.com

EXPERIENCE

Advance Transit // Director of Marketing and Development

JUNE 2022 – PRESENT // NORWICH, VT

Develop and lead marketing, communications, and fundraising strategies through data-driven research, integrated marketing initiatives, and community partnerships and engagement.

- Strengthen brand identity through development of brand guidelines, branded collateral, and communication templates. Redesigns include bus stop and shelter signage, collateral, and donor engagement tools.
- Expand digital presence through digital communications program and growing engagement on social media platforms.
- Lead the development and implementation of fundraising strategies to secure funding from various sources including foundations, donors, corporate partners, and grants.
- Secure grant funding to support various mission-driven objectives. Awarded initiatives include the development of a suite of rider resources and an extensive campaign to promote expanded services.
- Spearhead community outreach and cultivate community partnerships to support efforts and improve brand awareness.
- Foster positive relationships with the Board of Directors, working closely together to align strategic goals and ensure transparent governance.
- Serve as Title VI Officer; Equal Employment Opportunity Officer.

Montshire Museum of Science // Marketing and Communications Manager

JUNE 2017 – MAY 2022 // NORWICH, VT

Advanced marketing and communications program through integrated marketing efforts and interdepartmental collaboration, supporting fundraising, increasing revenue, and strengthening community engagement.

- Spearheaded rebranding rollout, through targeted efforts, including website overhaul, collateral and signage update, and development of brand guidelines and efficient workflows.
- Communicated impact with key stakeholders through publications (eg, annual report), social media, direct marketing, and media campaigns.
- Supported fundraising efforts, including year-end appeals and marketing of the yearly benefit event, which raised up to $200,000+ annually.
- Strengthened visitor engagement through partnerships and programs, increasing attendance by 60%.
- Managed data collection and review of visitorship, membership, website, and digital marketing metrics; included analyzing performance data and managing annual visitor surveys. Uncovered that 88% of visitors use email as primary source of information, leading to a 50% increase in email sends.

SUMMARY

Mission-driven communications strategist and impact storyteller with 20+ years' experience developing initiatives and programs that strengthen organizations' brands, communicate their values, support their missions, and advance work to empower communities.

COMMUNITY ENGAGEMENT

Board Member, CraftStudies // White River Junction, VT (September 2023–Present)

Support efforts to spark creativity and community connections through fundraising and engagement initiatives.

Board Member, Friends of the Morrill Homestead // Strafford, VT (June 2023–Present)

Work with the Vermont Division for Historic Preservation to foster a greater awareness of the legacy of Senator Justin Morrill and to preserve this National Historic Landmark and State Historic Site.

Board Member (Vice Chair), Vermont Attractions Association // Barre, VT (October 2017–May 2022)

Collaborate with member organizations in statewide trade association, aimed at enhancing Vermont tourism industry.

Business Representative, Norwich Business Council // Norwich, VT (September 2017–July 2020)

Worked with business association to plan community events and forge partnerships.

Communications Coordinator, Town House Forum // Strafford, VT (March 2015 – August 2019)

Developed logo, brand, and marketing strategies for annual talk series, including website redesign. Past speakers include Arthur Miller, John Sayles, Alison Bechdel, and Governor Madeleine Kunin.

- Co-led content strategy and development for virtual learning series *Montshire at Home*, which resulted in 80+ downloadable worksheets, an increase in video content, and a YouTube subscriber growth of over 50%.

Amalgamated Bank // Assistant Vice President, Marketing

AUGUST 2015 – MARCH 2017 // NEW YORK, NY

Managed initiatives across multiple channels through creative development and art direction during company rebrand, in order to launch products, support client acquisition, and strengthen client engagement.

- Worked with key stakeholders to conduct research and competitive analysis, and develop briefs to shape campaign messaging and strategies.
- Maintained project timelines and oversaw creative development with internal designer and external agency for over 40 pieces annually.
- Developed new digital communication programs to highlight services and strengthen client relationships to support overseeing approximately $40 billion in custody and investment assets.

New York University Press // Marketing Manager

OCTOBER 2010 – AUGUST 2015 // NEW YORK, NY

Managed advertising, design, and direct marketing strategies, budgets, and operations for over 225 books and related products annually.

- Led integrated direct marketing campaigns, effectively reaching 15,000+ prospects, customers, and wholesalers.
- Spearheaded branding initiatives, including: establishing brand guidelines and forming a branding committee; managing overall marketing operations and website redesign for a collaborative program with publishing partners (Fordham University Press, Rutgers University Press, Temple University Press, and the University of Virginia Press).
- Supervised staff, designers, and vendors in developing content and creative, producing 150+ advertisements and collateral annually.

Cambridge University Press // Promotions Designer

NOVEMBER 2007 – OCTOBER 2010 // NEW YORK, NY

Designed collateral and support material in collaboration with multiple departments, resulting in 120+ pieces annually.

- Led design projects, including print and digital advertisements, brochures, catalogs, posters, book covers, and digital assets.
- Developed marketing copy, established design objectives, and collaborated with marketing, editorial, and production departments.

Cambridge University Press // Marketing Associate

JANUARY 2005 – NOVEMBER 2007 // NEW YORK, NY

Developed and implemented marketing plans for 200+ products annually.

- Led marketing initiatives for over 200 products annually; included advertising, direct marketing, public relations, and trade show presence.
- Worked with multiple departments to define market segments, develop collateral, and provide marketing support to secure sales and publicity.

PROJECTS

Speaker, *Using Design Thinking to Solve Problems Throughout the Museum* (New England Museum Association Conference)

Speaker, *Resilience Exchange Virtual Series: Attractions* (Vermont Tourism Summit)

Annual Impact Report, Montshire Museum of Science: Publication management, including copywriting, design, distribution. Awarded 1st place in New England Museum Association's 2018 Publication Awards.

EDUCATION

Fordham University, College of Business Administration

BS in Business Administration (May 2002)

School of Visual Arts, Division of Continuing Education
Graphic Design and Fine Arts (2004–2006)

New York University
School of Professional Studies
Marketing and Design (2011–2015)

RELEVANT EXPERIENCE

User Experience Design Workshop Participant, General Assembly
New York, NY (June–September 2015)

Developed mobile app prototype, included consumer research, competitive analysis, and content development.

Business Development Assistant, Canadian Consulate General, New York, NY (October 2002–December 2004)

Supported Cultural Trade Commissioner and Trade Department in promoting Canadian businesses in NYC market.

SKILLS

Email and web content management: Blackbaud; Expression Engine, Salesforce Marketing Cloud, Constant Contact, Mailchimp, Wordpress, Google Analytics.

Design: Adobe Creative Suite

General office and organization tools: OfficeSuite, Basecamp, Trello, Slack, Miro.