New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

25

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 29, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Cooperative Alliance for Seacoast Transportation (COAST) Vendor 155553, Project #69011, Portsmouth, NH, for an amount not to exceed $236,385, to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) grant funds for eligible revenue rolling stock, effective upon Governor and Executive Council approval, through June 30, 2029, 100% State Capital Funds.

Funds are available in the following account for Fiscal Year 2025:

	FY 2025
04-096-096-960030-1340	
19-146:1XVIF Public Transit	
034-500161 New Construction	$236,385

EXPLANATION

The State Capital Budget (19-146:1XVIF-Public Transit) includes funds to match grants from the FTA for revenue vehicles and passenger amenities and facilities to assist transit agencies in leveraging the federal funds.

COAST will utilize the FTA formula and/or discretionary grants to fund a minimum of 85% of the total project cost. State general funds will provide one-half, up to 7.5%, of the required 15% non-federal match for eligible capital projects, not to exceed $236,385. Local agency funds will be applied to the remaining balance. The $236,385 requested for COAST is based on the Department's review of the five-year capital plan submitted by COAST and will serve to help leverage a minimum of $2,663,100 of FTA funds.

The provision of State capital funds assists public transit agencies in accessing FTA funds to maintain their infrastructure and capital equipment, including a fleet of transit vehicles and passenger amenities, in a state of good repair. Doing so enables public transit systems to operate at optimal safety and efficiency, thus providing the quality of service that riders have come to expect. The projects identified and approved by the Department for State general funds are listed below:

DESCRIPTION	PARTICIPATING %			TOTAL PROJECT COST
	FTA	STATE	COAST	
	85%	7.5%	7.5%	
1-ADA LD Low Floor Cutaway Replacement Bus	$80,827	$7,131	$7,132	**$95,090**
4-ADA HD Low Floor 35' Replacement Buses	$1,893,077	$167,036	$167,036	$2,227,149
3-ADA LD Low Floor Cutaway Replacement Buses	$401,687	$35,443	$35,443	$472,573
3-ADA LD Cutaway Replacement Buses	$249,269	$21,994	$21,995	$293,258
4-Bus Shelters – Replacements	$38,240	$4,780	$4,780	$47,800
Two-Year FY 2024-2025 Capital Match Totals	**$2,663,100**	**$236,384**	**$236,386**	**$3,135,870**

The extended procurement and delivery timeframes of the items listed above is significant and necessitates the identified completion date.

This agreement has been approved by the Attorney General as to form and execution. The Department 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 the Department.

Your approval of this resolution is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

Subject: SFY 2024-2025 State Capital Match

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Transportation		1.2. State Agency Address PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483	
1.3. Grantee Name Cooperative Alliance for Seacoast Transportation, DBA: COAST		1.4. Grantee Address 42 Sumner Drive, Dover, NH 03820-5451	
1.5 Grantee Phone # 603-743-5777	1.6. Account Number 04-96-96-960030-1340 Public Transit 034-500161 New Construction	1.7. Completion Date 06/30/2029	1.8. Grant Limitation $ 236,385
1.9. Grant Officer for State Agency Michelle L. Winters, Director of Aeronautics, Rail & Transit		1.10. State Agency Telephone Number 603-271-2468	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Rad Nichols, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3		Name & Title of Grantee Signor 3 N/A	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Michelle L. Winters, Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 9/27/2024			
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 RN
Date 9/27/24

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 Rid

Date 8/23/24

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.

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.

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.

INSURANCE.

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:

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

.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 RW
Date 8/28/24

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and 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 RW
Date 8/28/24

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
EXHIBITS TO CONTRACT

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services
EXHIBIT C	Budget
EXHIBIT D	Good Standing Exemption

Certificate of Corporate Vote

Certificate of Insurance

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
EXHIBIT A
SPECIAL PROVISIONS

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

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
EXHIBIT B
SCOPE OF SERVICES

B.1 Cooperative Alliance for Seacoast Transportation (COAST) (hereinafter the "Grantee"), shall abide by the terms and conditions applicable to State Capital Matching funds, put forth through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord, NH 03302-0483 (hereinafter referred to as the "State"), as follows:

1.1 Funds shall be used to provide a maximum of one-half of the non-federal funds, up to 7.5%, of the total eligible project costs and not to exceed $236,385 of the required monies to match Federal Transit Administration (FTA) funds for eligible capital projects as listed in Exhibit C Budget.

1.2 State capital match funds will be provided by the State as shown in Exhibit C.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
EXHIBIT C
BUDGET

C.1 The Grant price, as defined in Section 1.8 of the General Provisions, are the respective State Capital Matching funds and are granted as follows:

Projects	State Capital Match Funds
1-LD Low Floor Cutaway Bus – Replacement	$7,132
4-HD Low Floor 35' Bus - Replacements	$167,036
6-LD Cutaway Bus- Replacements	$57,437
4-Bus Shelters – Replacements	$4,780
Total 2025 Capital Match Funds	**$236,385**

1.1 Funds are contingent upon State appropriations.

C.2 The Grantee shall submit invoices for reimbursement that includes the item/project details as well as a breakdown of Federal/State/Local funds. NHDOT reserves the right to provide an invoice template to be used for reimbursement requests.

C.3 Budget revisions to move funds between projects, or to change a project type/scope based on operational considerations, may be made with the written approval of the State.

Cooperative Alliance for Seacoast Transportation
EXHIBIT D
SPECIAL PROVISION

D.1. Cooperative Alliance for Seacoast Transportation is not required to have a Certificate of Good Standing as an established "public body" under RSA 239:2

TITLE XX
TRANSPORTATION

CHAPTER 239
COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

Section 239:2

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

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

CORPORATE RESOLUTION

I, Dennis Shanahan, **hereby certify** that I am a duly elected Officer of the Cooperative Alliance for Seacoast Transportation (COAST). I hereby certify the following is a true copy of a vote taken at a meeting of the duly authorized Board of Directors, duly called and held on August 28, 2024, at which a quorum of the Committee was present and voting.

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: AUG 28, 2024

Attest: _____
Signature

Dennis Shanahan, Chairman of the Board
Name & Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2024

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
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Kari Lee
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: kari.lee@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Ins. Co.	32620
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cooperative Alliance for Seacoast Transportation
42 Sumner Drive
Dover NH 03820

COVERAGES **CERTIFICATE NUMBER:** 24-25 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLR024180503	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
							Employee Benefit	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAR024180504	10/01/2024	10/01/2025	~~COMBINED SINGLE~~ LIMIT (Ea accident)	$ 250,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ERXR024180504	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability over Auto Liability Per Occurrence			DDX024180504	10/01/2024	10/01/2025	Limit	4,750,000
							Deductible	250,000

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

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

CERTIFICATE HOLDER

NHDOT, Bureau of Rail and Transit
Attn: Paula Bennett
7 Hazen Drive, PO Box 483
Concord NH 03302-0483

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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NHMTA

P.O Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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

This is to certify that: Cooperative Alliance for Seacoast Transportation **Certificate #:** 8
42 Sumner Drive
Dover, NH 03820

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement term or condition or other document with respect to which this certificate may be issued

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation	01/01/2024-01/01/2025	P000843NHMTA2024	Bodily Injury By Accident	$1,000 000
Any Proprietor/Partner/Executive Officer/Member Excluded? Yes ☐ If yes, describe under Description of Operations below			Bodily Injury by Disease Policy Limit	$1,000,000
			Bodily Injury by Disease Each Person	$1 000,000
Description of Operations:				
ADDITIONAL COMMENTS				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date

NOTICE OF CANCELLATION (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NHDOT, Bureau of Rail and Transit
7 Hazen Drive
PO Box 483
Concord, NH 033020483

Authorized Representative

Concord, NH	603-224-7337	11/22/2023
Office	Phone Number	Date Issued

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.

COAST

Name of Agency

6/11/2024

Date

Rad Nichols

Name of Authorized Official

Signature

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Cooperative Alliance for Seacoast Transportation (COAST) The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

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

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

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: Cooperative Alliance for Seacoast Transportation (COAST)

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: March 1, 2024

Name Rad Nichols, Executive Director Authorized Representative of Applicant

COOPERATIVE ALLIANCE
FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS
AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED
SEPTEMBER 30, 2023 AND 2022

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

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

Ninety Eight Salmon Street
Manchester, New Hampshire 03104

FREDERICK G. BRIGGS, JR., CPA
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MEMBERS OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

February 2, 2024

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statements of financial position as of September 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Cooperative Alliance for Seacoast Transportation as of September 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative Alliance for Seacoast Transportation's ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of grant expenditures are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of grant expenditures are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated February 2, 2024, on our consideration of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and compliance.

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

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF FINANCIAL POSITION

SEPTEMBER 30, 2023 AND 2022

ASSETS

	2023	2022
Assets		
Cash and equivalents	$ 1,876,290	$ 1,975,763
Certificates of deposit	410,746	-
Accounts receivable - grants	1,112,730	571,924
Accounts receivable - other	73,898	99,313
Prepaid expenses	50,019	45,849
Inventories	103,058	106,369
Structures and equipment, net	3,966,282	4,206,913
TOTAL ASSETS	$ 7,593,023	$ 7,006,131

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	$ 146,452	$ 215,364
Accrued expenses	315,415	302,703
Refundable advances	95,034	78,972
TOTAL LIABILITIES	556,901	597,039
Net Assets		
Net assets without donor restrictions	7,036,122	6,409,092
Total Net Assets	7,036,122	6,409,092
TOTAL LIABILITIES AND NET ASSETS	$ 7,593,023	$ 7,006,131

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support		
Federal and state grants - operating and planning	$ 5,037,742	$ 4,754,792
State and local contributions - operating and planning	1,679,204	1,485,207
Ridership revenue	331,728	308,136
Advertising revenue	274,619	212,807
Noncash contributions	17,632	6,627
Other revenue (losses)	11,313	(13,603)
Interest income	25,358	2,281
Total Without Donor Restrictions Support	7,377,596	6,756,247
Expenses		
Program	5,707,551	5,479,575
Administration	1,338,722	1,340,637
Fundraising	30,631	24,044
Total Expenses	7,076,904	6,844,256
Change in Net Assets from Operations	300,692	(88,009)
Other Changes		
Federal grants - capital	326,338	1,897,693
Local match - capital	-	205,503
Total Other Changes	326,338	2,103,196
Change in Net Assets Without Donor Restrictions	627,030	2,015,187
Net Assets Without Donor Restrictions, Beginning of Year	6,409,092	4,393,905
Net Assets Without Donor Restrictions, End of Year	$ 7,036,122	$ 6,409,092

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Transit	Maintenance	Other Program	Total Program	Admin-istration	Fund-raising	Total Supporting Services	Total Expenses
Drivers' salaries	$ 1,489,951	$ -	$ -	$ 1,489,951	$ -	$ -	$ -	$ 1,489,951
Operations and administrative salaries	885,284	353,921	226,574	1,465,779	477,027	18,897	495,924	1,961,703
Payroll taxes	173,888	27,093	16,559	217,540	32,659	1,446	34,105	251,645
Benefits	575,642	96,528	51,798	723,968	127,804	4,994	132,798	856,766
Insurance and other fees	32,541	3,928	-	36,469	472,778	-	472,778	509,247
Advertising	6,085	-	2,347	8,432	113,336	-	113,336	121,768
Consulting services	4,169	-	1,440	5,609	34,484	-	34,484	40,093
Mechanical services	-	51,737	-	51,737	-	-	-	51,737
Other services	38,488	6,600	188,265	233,353	18,501	-	18,501	251,854
Facilities cleaning	-	20,688	-	20,688	-	-	-	20,688
Fuel/oil	520,320	-	-	520,320	-	-	-	520,320
Tires, parts and supplies	46,606	120,040	-	166,646	-	-	-	166,646
Occupancy	-	54,097	15,019	69,116	26,928	3,672	30,600	99,716
Dues and subscriptions	975	-	-	975	7,112	-	7,112	8,087
Travel and training	2,392	230	600	3,222	8,854	-	8,854	12,076
Telephone	15,727	1,968	-	17,695	5,634	-	5,634	23,329
Office supplies	24,844	2,350	3,315	30,509	11,893	1,622	13,515	44,024
Depreciation	633,256	12,286	-	645,542	1,712	-	1,712	647,254
Total Expenditures	$ 4,450,168	$ 751,466	$ 505,917	$ 5,707,551	$ 1,338,722	$ 30,631	$ 1,369,353	$ 7,076,904

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2022

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

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
Cash Flows From Operating Activities		
Change in net assets	$ 627,030	$ 2,015,187
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	647,254	788,229
(Gain) loss on disposal of assets	(6,365)	14,534
(Increase) decrease in accounts receivable	(515,391)	(62,694)
(Increase) decrease in inventories	3,311	(19,504)
(Increase) decrease in prepaid expense	(4,170)	(6,726)
Increase (decrease) in accounts payable	(76,146)	(9,277)
Increase (decrease) in accrued expenses	12,712	50,520
Increase (decrease) in refundable advances	16,062	35,185
Total Adjustments	77,267	790,267
Net cash provided by operating activities	704,297	2,805,454
Cash Flows For Investing Activities		
(Investment in) redemption of certificates of deposit	(410,746)	-
Payments for the purchase of property and equipment	(399,389)	(2,359,590)
Proceeds from the disposition of assets	6,365	35,742
Net cash used for investing activities	(803,770)	(2,323,848)
Net increase in cash and cash equivalents	(99,473)	481,606
Cash and equivalents, beginning of year	1,975,763	1,494,157
Cash and equivalents, end of year	$ 1,876,290	$ 1,975,763

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

NOTE 1: NATURE OF THE ORGANIZATION

Cooperative Alliance for Seacoast Transportation (COAST) is organized as a Public Nonprofit Corporation and was formed in 1982 to promote and provide public mass transportation for southeastern New Hampshire. The Organization provides administrative, planning, para-transit, and coordination services. COAST receives approximately 70% of its funding directly from the federal government. The balance of its funding comes from local sources, primarily municipalities served by the transit routes.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

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

Recent Accounting Pronouncements

In September 2020, the Financial Accounting Standard Board (FASB) issued Accounting Standards Update (ASU) 2020-07, "Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets." This Update improves transparency in the reporting of contributed nonfinancial assets by nonprofit organizations. COAST must present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash and other financial assets. Additional disclosures about nonfinancial assets are also required by this Update. COAST adopted this ASU on October 1, 2022.

COAST implemented ASU 2020-07 using a full retrospective method of application. The adoption of ASU 2020-07 resulted in changes to the disclosure of revenue. There were no material changes to the recognition of revenue as a result of the application of ASU 2020-07; however, the presentation of revenue changed and has been reflected in the prior year's comparative statement of activities. No cumulative effect adjustment was recorded upon adoption.

In February 2016, the FASB issued ASU 2016-02, "Leases". This ASU affects any entity that enters into a lease, with some specified scope exemptions. The main difference between previous GAAP and this ASU is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. The amendments in this ASU are effective for fiscal years beginning after December 15, 2021. COAST adopted this ASU on October 1, 2022. There were no material changes to the financial statements as a result of the application of ASU 2016-02. No cumulative effect adjustment was recorded upon adoption.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Statement Presentation

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

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

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

Net Assets without Donor Restrictions

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

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

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

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

Cash Equivalents

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

Receivables

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

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fixed Assets

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

Inventory

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

Revenue Recognition

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

Income taxes

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

Functional Allocation of Expenses

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

Estimates

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

Advertising

The Organization expenses advertising costs as incurred.

Reclassifications

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization's working capital and cash flows have variations during the year primarily due to the inconsistent collections of accounts receivable.

As part of the Organization's liquidity management plan, funds in excess of general requirements are invested in certificates of deposit.

Financial assets at year-end:	2023	2022
Cash and equivalents	$ 1,876,290	$ 1,975,763
Certificates of deposit	410,746	-
Accounts and grants receivable	1,186,628	671,237
Total	$ 3,473,664	$ 2,647,000

NOTE 4: CONCENTRATION OF CREDIT RISK

COAST maintains accounts with Chase Bank, First Seacoast Bank and TD Bank that at times exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. At September 30, 2023, the bank balances for each institution totaled $985,573, $722,426 and $326,514, respectively.

The majority of the funding for COAST is received directly from the Federal Government. Accounts receivable at September 30, 2023 includes $984,778 from the federal Government and a total of $127,952 from the states of New Hampshire and Maine.

NOTE 5: STRUCTURES AND EQUIPMENT

Structures and equipment consist of the following components at September 30, 2023 and 2022.

	2023	2022
Structures, land and leasehold improvements	$ 1,767,636	$ 1,576,603
Equipment, vehicles and furniture	9,341,538	9,364,453
Amenities and miscellaneous	769,627	693,794
	11,878,801	11,634,850
Accumulated depreciation	(7,912,519)	(7,427,937)
	$ 3,966,282	$ 4,206,913

NOTE 5: STRUCTURES AND EQUIPMENT (continued)

Included in these figures are three vehicles which are not currently used in operations by COAST. The vehicles are used by community agencies in the provision of transit services for the elderly and disabled. COAST retains the title to these vehicles and would take possession of the vehicles if these services were to cease. At September 30, 2023 and 2022, these vehicles are fully depreciated.

NOTE 6: REFUNDABLE ADVANCES

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

NOTE 7: NONCASH CONTRIBUTIONS

Noncash contributions is comprised of drivers for on-demand transit services and discounted rental charges for the use of office facilities. On-demand transit services were valued at $14,632 and $3,627 for the years ended September 30, 2023 and 2022, respectively. Annual discounted rental charges were $3,000 for the years ended September 30, 2023 and 2022. The value of contributed services of other volunteers is not reflected in these statements since the services did not meet the criteria for recognition.

NOTE 8: OPERATIONS

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

NOTE 9: PENSION PLAN

COAST has a SIMPLE pension plan. The organization matches employee contributions up to three percent of salaries. The cost for the years ended September 30, 2023 and 2022 were $47,069 and $46,148, respectively.

NOTE 10: CONTINGENT LIABILITIES

COAST receives money from the federal government under grants. Under the terms of these grants, COAST is required to use the money within the grant period for purposes specified in the grant proposals. If the expenditures of the grant were found not to be in compliance with the proposal, COAST might be required to repay the grantor's funds. The federal government also has an interest in equipment purchased with federal funds. Because specific amounts, if any, have not been determined by grantor agency audits as of September 30, 2023, no provision has been made for this contingency.

NOTE 11: COLLABORATION

During the year ended September 30, 2009, COAST and Stafford Network (a nonprofit organization) formed a working committee known as the Alliance for Community Transportation (ACT) for the purposes of establishing and advancing a transportation brokerage network in the area. COAST has agreed to receive grant funding and provide human resource and oversight of the Manager of Coordination Planning and Operations. COAST also provides dispatch and operational support. Expenditures for this project in the amount of $479,995, and related revenue of $516,745, are included in the financial statements for the year ended September 30, 2023.

NOTE 12: COMMITMENTS

Lease Commitment

On October 1, 2021, COAST entered into a new three-year rental agreement for its office facilities. The agreement includes the right to terminate the commitment without cause upon at least a ninety days' written notice to the landlord. The market value of the rented space is $2,550 per month and the landlord agrees to provide a $250 per month contribution towards the market value. COAST owes a net monthly payment of $2,300. COAST will continue to pay a pro rata share of utilities and internal maintenance and repairs. For each of the years ended September 30, 2023 and 2022, COAST incurred net rent expense of $27,600 and was allotted $3,000 in contributions from the landlord. COAST continues to pay a pro rata share of utilities and internal maintenance and repairs.

Future minimum lease payments for the subsequent fiscal year end is as follows:

2024	$	30,600

NOTE 12: COMMITMENTS (continued)

Construction of New Facility Commitment

COAST is in the planning process of the construction of a new 48,000 square foot facility to house its transit operations and administrative offices. The estimated cost of the new facility is approximately $17,350,000. Funds for the project will come from a blend of sources, including $13,760,000 in Federal Transit Authority (FTA) capital grants, which will require $3,590,000 in matching funds. COAST is in the process of raising the matching funds.

Through the fiscal year ended September 30, 2023, COAST has been awarded $12,161,600 in federal grants, of which COAST has drawn down $407,790, or 80% of its $509,738 in related expenditures.

Minibuses Commitment

At September 30, 2023, four Frontrunner minibuses were delivered to COAST but not accepted, subject to inspection against the purchasing contract. The delivered buses must also meet FTA requirements before a payment is made. Once the buses are accepted by COAST, it is committed to paying $190,501 for each bus or $762,004 in total. As of this date, the buses have subsequently been accepted.

NOTE 13: SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 2, 2024, which is the date the financial statements were available to be issued.

SUPPLEMENTAL DATA

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Grant Expenditures - Operating Grants

	Transit	Maintenance	Total Operations	Administration & Fundraising	Total Expenses
Drivers' salaries	$ 1,489,951	$ -	$ 1,489,951	$ -	$ 1,489,951
Operations and administrative salaries	885,284	353,921	1,239,205	495,924	1,735,129
Payroll taxes	173,888	27,093	200,981	34,105	235,086
Benefits	575,642	96,528	672,170	132,798	804,968
Insurance and other fees	32,541	3,928	36,469	472,778	509,247
Advertising	6,085	-	6,085	113,336	119,421
Consulting services	4,169	-	4,169	34,484	38,653
Mechanical services	-	51,737	51,737	-	51,737
Other services	38,488	6,600	45,088	18,501	63,589
Facilities cleaning	-	20,688	20,688	-	20,688
Fuel/oil	520,320	-	520,320	-	520,320
Tires, parts and supplies	46,606	120,040	166,646	-	166,646
Occupancy	-	54,097	54,097	30,600	84,697
Dues and subscriptions	975	-	975	7,112	8,087
Travel and training	2,392	230	2,622	8,854	11,476
Telephone	15,727	1,968	17,695	5,634	23,329
Office supplies	24,844	2,350	27,194	13,515	40,709
Depreciation	633,256	12,286	645,542	1,712	647,254
Total Expenditures	$ 4,450,168	$ 751,466	$ 5,201,634	$ 1,369,353	$ 6,570,987

Federal Match	
NH-2020-002	$ 60,139
NH-2020-005	963,266
NH-2021-012	1,069,690
NH-2022-003	1,035,490
NH-2021-015	1,427,238
Total Match	$ 4,555,823

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Grant Expenditures - Other Grants

	ACT Regional Coordination	Financial & Strategic Planning	Travel Demand Management	Total Operations
Administrative Expenditures				
Salaries	$ -	$ 12,691	$ -	$ 12,691
Payroll taxes	-	1,051	-	1,051
Program Expenditures				
Salaries	213,713	-	170	213,883
Payroll taxes	15,494	-	14	15,508
Benefits	51,798	-	-	51,798
Advertising	2,347	-	-	2,347
Consulting services	-	-	1,440	1,440
Other services - providers	177,812	-	10,453	188,265
Occupancy	15,019	-	-	15,019
Office supplies	3,212	-	103	3,315
Travel and training	600	-	-	600
Total Expenditures	$ 479,995	$ 13,742	$ 12,180	$ 505,917

Federal Match	
NH-2020-002	$ 20,737
Pass-Through State of New Hampshire	
NH-138S-2019	461,181
Total Match	$ 461,181

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Grant Expenditures - Capital Grants

Capital Expenditures		
Structures and improvements	$	201,994
Equipment		206,041
Total Expenditures	$	408,035
Federal Match		
NH-2020-002	$	10,630
NH-2021-012		126,117
NH-2022-015		28,000
NH-2022-016		161,591
Total Match	$	326,338

See Notes to Financial Statements

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

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

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

ALTERNATES TO THE BOARD OF DIRECTORS			
Name, Title, Contact Information	Representing	Town of Residency	Member Since
DONNA BENTON Assistant City Planner	City of Dover	Raymond, NH	2015
JEN CZYSZ Executive Director	Strafford Regional Planning Commission	Concord, NH	2018
RUSSELL DEAN Town Manager	Town of Exeter	Exeter, NH	2018
CAROL GULLA Executive Director, TASC	At-Large	Newmarket, NH	2017
TIM ROACHE Executive Director	Rockingham Planning Commission	Stratham, NH	2018
PETER STITH Principal Planner	City of Portsmouth	Kittery Point, ME	2021
SHELLEY WINTERS *(ex-officio)* Public Transportation Administrator	NH DOT Bureau of Rails and Transit	Concord, NH	2013

#13 - Key Personnel

Key Project Personnel and Salaries

Jeff Donald, $74,243.24 budgeted for SFY24, $$76,470.54 budgeted for SFY23

JEFF DONALD

PROFESSIONAL EXPERIENCE

COAST, Dover, NH 2013 – Present
Regional Mobility Manager

- Manage TripLink, a regional call center that handles ride requests from seniors and individuals with disabilities on behalf of ACT, COAST, Ready Rides, Rockingham Nutrition & Meals on Wheels, and the Community Action Partnership of Strafford County. Recruit additional partner agencies to reduce overhead costs and provide seamless service for transportation users. Develop business rules and policies for new partners. TripLink's service partners provided over 27,000 rides in FY20.
- Provide staff support for the multi-agency Regional Coordination Council for Community Transportation for Southeastern NH (Alliance for Community Transportation), including setting the agenda and moderating council discussions. Regional Coordination Councils around the state work to improve their regions' transportation networks by helping transportation providers coordinate and collaborate. Our region's work if often highlighted for the success of TripLink, a regional transportation call center.
- Manage a $500,000 budget, including applying for federal grants. Apply for philanthropic, municipal, and county grants and develop other income streams to serve as local match to Federal Transit Administration grants.
- Leader in statewide work on transportation coordination, currently chairing the State Coordinating Council for Community Transportation's Regional Mobility Manager subcommittee, serving on the NH Alliance for Healthy Aging's Transportation Workgroup, launching a volunteer driver program networking group, and sitting on the Endowment for Health's Advisory Council. The Endowment for Health is a statewide, private, nonprofit foundation dedicated to improving the health of New Hampshire's people, especially those who are vulnerable and underserved.
- Provide travel training for seniors and individuals with disabilities to reduce barriers to accessing the fixed route bus system and demand response services.

COAST, Dover, NH 2011 – 2013
Assistant Manager of Coordination

- Worked with the Manager of Coordination as staff support for ACT, the Regional Coordination Council for Community Transportation for Southeastern NH, comprising many of the region's community transportation providers, social service agencies, and community health centers, and covering 38 communities.
- Fostered the development of volunteer driver programs throughout the region by providing technical assistance and staff support to grassroots supporters, including municipal staff, faith communities, and active communities. One such group, Ready Rides, began providing transportation services in February 2013.
- Updated service gap analysis of all 38 municipalities' transportation resources.
- Recruited riders and volunteer drivers for COAST's North Bus, a wheelchair accessible minibus providing access to grocery stores, pharmacies, and shopping to rural towns north of Rochester.

STOUT OAK FARM, Brentwood, NH 2010 – Present
Co-Owner

- Co-owner of an organic vegetable farm that distributes its produce through a CSA, a farm store, farmers' market, and sales to local restaurants and homes via the Three River Farmers Alliance.
- Assist farm manager in capital and marketing planning and decision-making.
- Management of mini-orchard and land stewardship.

NH CENTER FOR NONPROFITS, Concord, NH 2010 – 2011
Program Coordinator

- Successfully coordinated approximately 70 workshops and 4 conferences. This included the 3-day New Hampshire Grants Institute and an annual Leadership Summit.
- Assisted the IT Director in improving the accuracy, reliability, and functionality of the primary database in which all pertinent information was held. This improved data entry time and decreased errors.
- Drafted press releases and promotional emails to drive event attendance.

VOLUNTEER EXPERIENCE

RACE AND EQUITY IN NH SERIES 2020 – present
Government Workgroup Member

- Serve on the Government Workgroup to help identify objectives for action plans to impact race and equity statewide.

ENDOWMENT FOR HEALTH, Concord, NH 2019 – present
Advisory Council Member

- Represent Strafford County on the Advisory Council to provide input on existing service needs and community issues.

CONSERVATION COMMISSION, Brentwood, NH 2013 – 2109
Member, Chair

- Represented the interests of local agriculture and conservation landowners on the Brentwood Conservation Commission.
- Helped determine if the town should issue wetland permits and how funding should be spent on conservation projects.
- Began serving as Chair of the Conservation Commission as of April 2017.

SEACOAST EAT LOCAL, Newington, NH 2006 – 2012
Secretary, Board of Directors

- Served on the board of a mostly volunteer organization, helping to publish *Seacoast Harvest*, volunteering at the winter farmers' markets, and working collaboratively with similar organizations.
- Participated in fundraising, strategic planning, and was a founding board member.

EDUCATION

University of New Hampshire, Durham, NH

Master of Public Administration
Recognition received: Outstanding Part-Time M.P.A. Student, 2007
Internship: Rockingham Planning Commission

B.A., French, minor in Political Science

PROFESSIONAL DEVELOPMENT

Strengthening Your Facilitation Skills Workshop, UNH Cooperative Extension, 2017
Introduction to Basic Project Management, UNH Professional Development & Training, 2016
Certified Community Transit Manager, 2014
Intro to Travel Training, 2014
Community Transportation Association of America Conference, 2012 – 2014, 2016, 2018
Volunteer Management Training Series (VMTS), Points of Light Institute, 2012
New England Grassroots Environment Fund RootSkills - Group Skills & Development, 2011
NH Grants Institute, 2009
New England Grassroots Environment Fund Retreat - Grants and Donor Fundraising Workshop, 2008

HEATHER T. HESSE-STROMBERG

EXPERIENCE

6/2013 – Present **COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION (COAST)**, Dover, NH
Director of Human Resources & Compliance (6/2016 - Present)
Manager of HR & Compliance (1/2015-6/2016)
Program Manager (6/2013-1/2015)

- Responsible for overall administration, coordination, and implementation of the human resources function including employee relations, benefits, and compliance with employment law.
- Responsible for ensuring that COAST is complaint with all federal and state Civil Rights regulations.
- Take a leadership role in developing a culture that enables employees to be successful in accordance with COAST's values.
- Work with insurance broker to determine benefit offerings each year and put together materials for annual Open Enrollment.
- Assist employees needing to take FMLA or STD leave and handle Workers' Compensation reporting for employees injured at work in coordination with Workers' Compensation carrier.
- Develop and implement employment law and civil rights policies and assist Executive Director and Director of Operations in the development of additional policies.
- Act as COAST's Disadvantaged Business Enterprise Liaison Officer (DBELO) to ensure a level playing field for minority businesses to work with COAST in contracting opportunities.
- Act as COAST's Title VI Coordinator to implement, monitor and ensure COAST's compliance with Title VI regulations in day-to-day administration and in the development of COAST's Title VI Plan.
- Act as COAST's Equal Employment Opportunity (EEO) Officer to manage and ensure COAST's commitment to Equal Employment Opportunities for applicants and employees. Report directly to the Executive Director at least semiannually on EEO compliance.
- Assist the Executive Director in the administration of COAST's wage and salary program.
- Recommend and participate in staff development.
- Communicate changes in personnel policies and ensure proper compliance is followed.
- Responsible for ensuring COAST's adherence to federal and state guidance and requirements regarding COVID-19.
- Support the Community & Employee Relations Manager.
- Attend COAST public forums to document attendance and information shared by attendees.

1/2008 – 6/2013 **STRAFFORD NETWORK**, Rochester, NH
Interim Executive Director (3/2012 – 6/2013)

- Lead all business operations of a 501(c)(3) nonprofit organization including budgeting, program oversight and compliance, staff development and supervision, and project management
- Conferred with Board of Directors to prudently comply with program requirements and fiduciary duties and ensured compliance with fiduciary duties as fiscal agent for several smaller informal organizations
- Managed state contract, and coordinated and prepared state reports to prove compliance with programmatic and fiscal requirements
- Facilitated and served on multiple steering committees, coalitions, and advisory boards

Program Coordinator (1/2008 – 3/2012)

- Worked with communities and vulnerable populations to help identify needs and resources to meet those needs. Food insecurity: brought a free food program to children during the summer and developed a program to increase donations of fresh vegetables to local food pantries. Housing insecurity: secured the regular visit of a mobile health and dental care van to provide services to individuals struggling with homelessness.

- Developed and regularly updated a Community Resource Guide and a Resource Guide for Caregivers. Assisted in facilitating Caregiver Workshop Series and created Senior Health & Wellness EXPO each fall for seniors, their families, and caregivers.

11/2010 – 6/2013 **STRAFFORD COUNTY FAMILY JUSTICE CENTER**, Rochester, NH
Steering Committee Chair/Advisory Council Chair and Administrative Coordinator

- Coordinated planning and implementation leading to the opening of NH's first Family Justice Center to help survivors of domestic violence and sexual assault
- Developed Center paperwork, outreach, and publicity materials
- Collected and organized Center data for grant reporting
- Managed staff and other resources for the 1 Day a Week Center
- Addressed personnel issues and assisted with staff development and training
- Developed fundraising plan for sustainability of project

EDUCATION

MASTER OF SOCIAL WORK, Community Development and Administration, 1999
University of New Hampshire, Durham, NH

JURIS DOCTOR, 1995
Franklin Pierce Law Center, Concord, NH

B.A. IN SOCIAL WORK, MINOR IN GERONTOLOGY, *Magna cum laude*, 1990
University of New Hampshire, Durham, NH

VOLUNTEER EXPERIENCE

9/2021 – Present **VOLUNTEER**, ***POPE MEMORIAL HUMANE SOCIETY***, Dover, NH
Care for cats waiting for adoption at the humane society by cleaning their cages, and feeding, snuggling, and playing with them. Help staff events that serve as major fundraisers.

8/2011 – 8/2013 **BOARD MEMBER**, ***ZEBRA CROSSINGS***, Dover, NH
Participated in decision-making regarding all aspects of running a non-profit organization that provides activities for children with chronic health conditions. Chair of Board Development Committee.

6/2010 – 8/2010 **GRANT REVIEWER**, ***UNITED WAY OF THE GREATER SEACOAST***, Portsmouth, NH
Reviewed grant applications from a variety of nonprofit organizations in the greater Seacoast area seeking funding for programming in Child Development and/or Family Financial Stability.

1/2006 – 5/2009 **BOARD MEMBER**, ***SCHOOL ON THE HILL***, Rochester, NH
Participated in decision-making regarding all aspects of running a non-profit preschool.

Michael Williams

(603) 743-5777
mwilliams@coastbus.org

RECENT ACCOMPLISHMENTS

Redesigned Fixed Route Transit System, 2019 – 2020

- Performed system design work directly.
- Collaborated with stakeholders, team members, and vendors.
- Oversaw implementation of redesigned system.

Developed Internal Software Solution, 2019 – 2021

- Application used in production at COAST to improve internal communication, record-keeping, and situational awareness.

Procured Additional Fleet Vehicles, 2016 – 2021

- Procured and introduced to service 12 vehicles for COAST.

EMPLOYMENT HISTORY

Director of Operations, COAST (Cooperative Alliance for Seacoast Transportation), Dover, NH; 2016 – Current

- Oversee approximately $5.6 million operating budget
- Manage team of approximately 65 employees

Director of Operations, Cape Fear Public Transportation Authority (Wave Transit), Wilmington, NC; 2014 – 2016

Paratransit Manager until 2015, when promoted to Director of Operations

Operations Supervisor, York Adams Transportation Authority, York, PA; 2012 – 2014

Supervisor Assistant, Blacksburg Transit, Blacksburg, VA; 2008 – 2012

- Started as Bus Operator, promoted to Supervisor Assistant in 2011

Dispatcher, Virginia Tech Transportation Institute, Blacksburg, VA; 2011 – 2012

EDUCATION

Bachelor of Arts, English with Russian Minor; May 2010

- Virginia Polytechnic Institute and State University (Virginia Tech), Blacksburg, VA
- Graduated Cum Laude
- GPA: 3.58/4.00

Transportation Leadership Development Program; 2014
Institute for Transportation Research and Education at North Carolina State University

RAD C. NICHOLS

PROFESSIONAL EXPERIENCE:

Cooperative Alliance for Seacoast Transportation (COAST)
Dover, NH
Executive Director, September 2007 – Present
Interim Executive Director, June 2007 – September 2007
Manager of Operations & Planning, December 2001 – June 2007
Program Manager, September 1999 – December 2001

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

Senior Mass Transit Planner, Merrimack Valley Planning Commission
Haverhill, MA, November 1998 – September 1999

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

Operations Analyst, Massachusetts Bay Transportation Authority Advisory Board
Boston, MA, December 1996 - October 1998

- Monitored service performance and conducted analyses of MBTA transit operations to include: heavy and light rail, bus, trackless trolley, commuter rail, commuter boat and paratransit.
- Initiated, researched and submitted final draft performance reports on service-related issues to the 78-member Advisory Board and its committees (Service and Commuter

Rail).

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

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

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

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

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

EDUCATION:

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

References Available Upon Request

Margot Doering

Professional Profile

Experienced business manager with strong financial skills including budgeting and planning. Track record of problem solving in finance, company growth and project management.

Work Experience

Cooperative Alliance for Seacoast Transportation — **Director of Finance** — **2020 - Present**

Responsibilities include:

- Grant Management – Funding, Reporting and Tracking of operating and capital needs against awarded grants.
- Financial Reporting – monthly reports for Trustees, NTD annual reports, DBE semi-annual report.
- Stewardship of Records - all aspects of Bookkeeping (receivables, payables, general journal entries, depreciation schedules, bank reconciliation, payroll journal), fare box count, and monthly close.
- Financial Analysis - modeling and budget preparation.
- Other - procurement of non-maintenance equipment, manage non-maintenance vendor relationships.

Piscataqua Savings Bank — **Board of Trustees** — **2019 - Present**

Responsibilities include oversight of the bank's eight person senior management team, financial soundness, business strategy, technology infrastructure and loan, account and trust operations. Sub-committees: Audit, Community Support and Finance/Investment.

Cerulean Consulting — **Principal** — **2014 - 2020**

Providing Chief Financial Officer services, business analysis, budget writing, project modeling, treasury operations and senior management consulting to private businesses and entrepreneurs.

Selected Assignments & Accomplishments

- Manufacturing company, CFO & CAO: Aligned company operations to match the owner's 7-10 year goals of growth to retirement. Researched and implemented new software systems to support sales and operational growth. Provide a strategic-thinking partnership for the owner, helping to plan and execute staff changes. Negotiated details of company sale three years earlier than goal. Transitioned company to new ownership and continued as CFO of new company.
- Service Company, CFO: Redesigned accounting system to measure service productivity. Learned and installed new estimating and operations software from leading industry provider. Trained management and staff in usage. Currently manage highly season cash flow challenges. Maintain proper accounting of multi-year project contracts.
- Non-Profit Early Education Provider, Consultant: Guide head of school and finance department through much needed improvements in procedure while evaluating new enrollment and billing software. Desired goals include better payment systems for parents and reduction in manual intervention in the billing process (ongoing).
- Market Research Firm, CFO: Simplified and focused company reporting on metrics useful to management. Reduced A/R on hand from 90 to 23 days and past due A/R from 32% to 4% in four months. Established orderly billing schedules to meet contract terms. Upgraded payroll system, transferred 401K plan to new provider. Reduced cost of merchant services relationship.

MargotDoering

Martin Hill Inn, Portsmouth, NH **General Manager/Owner** **2004 – 2013**

Selected Accomplishments:

- Website, marketing and amenity improvements yielded 5% revenue growth and net profit annually
- Multi-year maintenance of two early 19th century buildings within Portsmouth's Historic District
- Management of operating and project budgets, work contracts and insurance coverage
- Finances: arranged purchase financing, seasonal cash flow management, bookkeeping and payroll

BankBoston/Bank of America **1986 - 2004**

Asset Recovery Division **Vice President** 2001 - 2004

- Analysis of complex problem loans to determine company viability, probability of loss and strategy for recovery or bankruptcy. Write financial models to support analysis. Portfolio size varied from 8 to 15 loans in amounts from $2 million to $300 million.
- Negotiated loan resolution strategy with borrower, monitor for compliance and amend as needed
- Coordinate multi-party loan resolutions negotiating among parties with competing interests
- Portfolio management of Latin American exposure covering 5 countries and over 30 loan officers

BankBoston/Bank of America

Commercial Lending Divisions: 1993 - 2001

- Relationship Manager for a portfolio of loans totaling up to $400 million for 15 to 20 customers
- Analysis, modeling and underwriting of multi-year loans often with multiple banks
- Responsible for documentation of loans, security filings, and regulatory compliance
- Selling of bank products to companies within the portfolio and new prospects
- Regular reporting to management and regulators on loan quality and performance
- Work in team environment including mentoring of junior loan officers

BankBoston/Bank of America

Administration & Operations Areas: 1986 - 1992

- Administrative support for team of six loan officers and over 30 customers
- Provide superior customer service for bank clients by identifying and solving root causes to problems
- Coordinate customer service responses among product divisions bank-wide
- Process large volume letter of credit transactions
- Design complex profitability reporting for specialized department

Volunteer Experience

GuideDog Foundation	Puppy Raiser	2020 - Present
GoodWork	Professional Partner	2019 - Present
City of Portsmouth	Historic District Commission	2019 - Present
Piscataqua Savings Bank	Board of Corporators	2017 - 2019
Dover Friends Meeting (Quakers)	Finance & Recording Clerk	2014 - Present
Wentworth Lear Historic Houses	Finance, Treasurer, President	2008 – 2020

Education

Cello Studies	Portsmouth Music & Arts	2016 to Present
Mediation Training	University of Southern Maine	2014
Loan Officer Training Program	Bank of Boston	
Bachelor of Arts	Hamilton College	

Margot Doering

Other

Technical:
Proficient in Quickbooks Desktop and Online versions. Fluent with most Microsoft products, especially excel, word and outlook. In the past few years, gained proficiency in a multitude of different software systems and web based applications as needed by clients.

Overseas Experience:
Two years working and living in Mexico City, Mexico.