CJG

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

13
DEC 17 2025

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
October 2, 2025

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 $110,658, 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, 2031, 100% State Capital Funds.

Funds are available in the following account for Fiscal Year 2026:

	FY 2026
04-096-096-960030-9344	
L21:1XIV3 Public Transit Bus & Facility Match	
034-500161 Capital Projects	$110,658

EXPLANATION

The State Capital Budget (L21:1XIV3 Public Transit Bus & Facility Match) includes funds to match grants from the FTA for revenue vehicles, 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 $110,658. Local agency funds will be applied to the remaining balance. The $110,658 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 $1,254,124 of FTA funds. The five-year term of this agreement will allow for possible delays in the procurement process and/or delivery of the capital purchases.

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 COAST projects identified and approved by the Department for State Capital Funds are listed below:

Projects	Percent of State Match	State Capital Match Funds
(1) 8 or 10x2 pax. ADA cutaway	7.5%	$11,258
(2) 35' foot ADA low floor transit bus	7.5%	$93,750
(1) ADA minivan	7.5%	$5,650
Total Capital Match Funds		**$110,658**

The extended procurement and delivery timeframes of the items listed above are 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. The Department of Transportation has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Sincerely,

William Cass

William J. Cass, P.E.
Commissioner

Attachments

Subject: SFY 2026 - 2027 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 & Hazen Dr. Concord, NH 03302-0483	
1.3. Grantee Name Cooperative Alliance for Seacoast Transportation DBA: COAST		1.4. Grantee Address 42 Sumner Drive, Dover, NH 03820-5451	
1.5 Grantee Phone # 603-743-5777	1.6. Account Number 04-096-096-960030-8344 L21:1XIV3 034-500161 Capital Projects	1.7. Completion Date June 30, 2031	1.8. Grant Limitation $110,658
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
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 Ray Nichols, Executive Director	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13 State Agency Signature(s) Michelle E. W		1.14. Name & Title of State Agency Signor(s) Michelle Winters, Deputy Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: 10/20/25 Assistant Attorney General, On:			
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 RLN
Date 8/22/25

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 Initials RCW

Date 8/27/25

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 RCN
Date 3/27/25

EXHIBITS TO AGREEMENT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Good Standing Exemption

Certificate of Corporate Vote

Certificate of Insurance

Social Service Documents to Include:

- 501 (c)
- Financial Report
- Board of Directors
- Key Personnel and Salaries
- Resumes

EXHIBIT A
SPECIAL PROVISIONS

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

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 "Department"), 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 $110,658 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, Budget.

EXHIBIT C
BUDGET

C.1 The Grantee price, as defined in G-1, 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) 8 or 10x2 pax. ADA cutaway	$11,258
(2) 35' foot ADA low floor transit bus	$93,750
(1) ADA minivan	$5,650
Total 2026 Capital Match Funds	**$110,658**

1.1 Funds are contingent upon State appropriations.

C.2 The Grantee shall submit invoices for reimbursement that include 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 Project modifications, or budget revisions to move funds between projects, may be made with written approval of the Department.

CERTIFICATE OF GOOD STANDING EXEMPTION

Cooperative Alliance for Seacoast Transportation (COAST) is exempt from providing a Certificate of Good Standing per RSA 239:2.

TITLE XX
TRANSPORTATION

CHAPTER 239
COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

Section 239:2

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

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

CORPORATE RESOLUTION

I, DENNIS SHANAHAN (name), **hereby certify** that I am a duly elected Officer of the Cooperative Alliance for Seacoast Transportation (COAST). I hereby certify the following is a true copy of a vote taken at a meeting of the duly authorized meeting of the Board of Directors, duly called and held on August 27, 2025, at which a quorum 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 occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: AUG 27, 2025

Attest: _____
Signature

Dennis Shanahan, Chairman of the Board
Name & Title

CERTIFICATE OF LIABILITY INSURANCE

10/02/2025

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

COVERAGES **CERTIFICATE NUMBER:** 25-26 ALL LIAB **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GLR024180504	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefit	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAR024180504	10/01/2025	10/01/2026	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 250,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			ERXR024180504	10/01/2025	10/01/2026	EACH OCCURRENCE 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 Auto Liability			DDX024180504	10/01/2025	10/01/2026	Limit	4,750,000

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

Public Officials Liability
POL0951406-07
10/1/24 - 10/01/25
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

Kari Lee Cross

AGENCY CUSTOMER ID: 00124532

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Cross Insurance-Manchester	Cooperative Alliance for Seacoast Transportation
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Abuse & Molestation Liability
SML02281A25
10/01/2025 - 10/01/26
Lloyd's of London
Limit: $1,000,000

NHDOT is included as additional insured with respects to CGL as required by written contract with named insured.

Additional Named Insureds

Other Named Insureds	
COAST	Doing Business As

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Collision - PPT			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					$1,093.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
250,000					$852.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Follow Form Excess Liability			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000,000	5,000,000				

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

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 #:** 4
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 Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☐ If yes, describe under Description of Operations below	01/01/2025-01/01/2026	P000843NHMTA2025	Bodily Injury By Accident	$1,000,000
			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
Attn: Paula Devens, Transit Grants Coordinator
7 Hazen Drive, PO Box 48
Concord, NH 03302

Authorized Representative

Concord, NH	603-224-7337	11/18/2024
Office	Phone Number	Date Issued

NONPROFIT COVER SHEET

A. Entity Name: **Cooperative Alliance For Seacoast Transportation (COAST)**

B. Entity's Contact Information:

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Rad Nichols, 603-743-5777 x 100, rnichols@coastbus.org

Person responsible for Accuracy and Completeness of information provided:
Name: Rad Nichols Title: Executive Director

Signature: 

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses) E.g., John Doe (President)	Affiliations
Dennis Shanahan (Chair)	City of Dover
Currently Vacant (Vice Chair)	
Scott Bogle (Treasurer)	Rockingham Planning Commission
Margaret Joyce (Secretary)	Area Chamber of Commerce
Dave Sandmann (Past Chair)	At-Large
Fred Butler (Member)	NH DOT Bureau of Rail and Transit
Arthur Capello (Member)	Town of Berwick
Sean Clancy (Member)	City of Portsmouth
Sönke Dornblut (Member)	Town of Newmarket
Jason Garnham (Member)	Town of Kittery
Emily Ham (Member)	Workforce Housing Coalition of the Greater Seacoast
Denis Hebert (Member)	Town of Newington
Colin Lentz (Member)	Strafford Regional Planning Commission
Michael Mates (Member)	Pease Development Authority
Joann Neumann (Member)	Families First Health and Support Center
Crystal Paradis-Catanzaro (Member)	City of Somersworth
David Tovey (Member)	Town of Exeter
Kiersten Wright (Member)	City of Rochester

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached)**:**

Name	Role	Annual Salary	Amount Paid From This Contract
Rad Nichols	Executive Director	$150,238	$0 (0.0%)

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceedings involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

G. Check one the following:

[X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) OR

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	Revenue		Expenses
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$
Total Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$
		Total Expenses	$

2. BALANCE SHEET

Assets		Liabilities	
Cash & Equivalents	$	*Accounts Payable*	$
Investments	$	*Loans Payable*	$
Real Estate (less any depreciation)	$	*All other liabilities*	$
		Total Liabilities	$
Other Property & Equipment (less any depreciation)	$		
Pledges, grants, accounts receivable	$		
All other assets	$		
Total Assets	$		

Internal Revenue Service

Attachment #17

District Director 5310 RCC Grant SFY22/23 COAST/ACT

Department of the Treasury

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

Date: OCT 0 1 1984

Cooperative Alliance for Seacoast Transportation
1 Water Street
Exeter, NH 03833

Employer Identification Number:
02-0362579
Our Letter Dated:
August 31, 1982
Person to Contact:
H. Lawrence
Contact Telephone Number:
(617) 223-6434

Gentlemen:

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

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

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

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

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

Sincerely yours,

District Director

cc:

COOPERATIVE ALLIANCE
FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS
AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED
SEPTEMBER 30, 2024 AND 2023

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

CONTENTS

PROFESSIONAL ASSOCIATION

Ninety Eight Salmon Street
Manchester, New Hampshire 03104

FREDERICK G. BRIGGS, JR., CPA
ABBY T. DAWSON, CPA
HILARY A. PAUL, CPA

TELEPHONE: 603-668-1340
FAX 603-668-6751
WWW.FGBRIGGSJRCPA.COM

MEMBERS OF THE
AMERICAN INSTITUTE O
CERTIFIED PUBLIC ACCOUN
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

January 20, 2025

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, 2024 and 2023, 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, 2024 and 2023, 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 January 20, 2025, 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, 2024 AND 2023

ASSETS

	2024	2023
Assets		
Cash	$ 2,610,218	$ 1,876,290
Certificates of deposit	981,237	410,746
Accounts receivable - grants	379,185	1,112,730
Accounts receivable - other	46,576	73,898
Prepaid expenses	43,316	50,019
Inventories	84,568	103,058
Structures and equipment, net	4,044,813	3,966,282
TOTAL ASSETS	$ 8,189,913	$ 7,593,023

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	$ 95,265	$ 146,452
Accrued expenses	385,655	315,415
Refundable advances	79,476	95,034
TOTAL LIABILITIES	560,396	556,901
Net Assets		
Net assets without donor restrictions	7,514,417	7,036,122
Net assets with donor restrictions	115,100	-
Total Net Assets	7,629,517	7,036,122
TOTAL LIABILITIES AND NET ASSETS	$ 8,189,913	$ 7,593,023

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support		
Federal and state grants - operating and planning	$ 5,217,616	$ 5,037,742
State and local contributions - operating and planning	1,833,455	1,679,204
Ridership revenue	416,523	331,728
Advertising revenue	158,551	274,619
Noncash contributions	3,000	17,632
Other revenue	29,087	11,313
Interest income	45,667	25,358
Total Without Donor Restrictions Support	7,703,899	7,377,596
Expenses		
Program	6,458,073	5,707,551
Administration	1,372,261	1,338,722
Fundraising	129,361	30,631
Total Expenses	7,959,695	7,076,904
Change in Net Assets from Operations	(255,796)	300,692
Other Changes		
Federal grants - capital	676,941	326,338
Local match - capital	57,150	-
Total Other Changes	734,091	326,338
Change in Net Assets Without Donor Restrictions	478,295	627,030
NET ASSETS WITH DONOR RESTRICTIONS		
Support		
Local contributions	115,100	-
Total With Donor Restrictions Support	115,100	-
Change in Net Assets	593,395	627,030
Net Assets, Beginning of Year	7,036,122	6,409,092
Net Assets, End of Year	$ 7,629,517	$ 7,036,122

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Transit	Maintenance	Other Program	Total Program	Admin-istration	Fund-raising	Total Supporting Services	Total Expenses
Drivers' salaries	$ 1,774,440	$ -	$ -	$ 1,774,440	$ -	$ -	$ -	$ 1,774,440
Operations and administrative salaries	993,149	370,051	238,852	1,602,052	469,754	55,223	524,977	2,127,029
Payroll taxes	199,552	27,023	17,700	244,275	33,958	3,737	37,695	281,970
Benefits	692,120	103,005	55,447	850,572	120,027	13,550	133,577	984,149
Insurance and other fees	31,845	3,951	-	35,796	532,593	-	532,593	568,389
Advertising	12,749	-	1,408	14,157	71,056	-	71,056	85,213
Consulting services	3,234	-	2,943	6,177	44,772	-	44,772	50,949
Mechanical services	-	16,196	-	16,196	-	-	-	16,196
Other services	32,126	26,370	182,969	241,465	21,769	31,014	52,783	294,248
Facilities cleaning	4,386	50,988	-	55,374	-	-	-	55,374
Fuel/oil	512,720	-	-	512,720	-	-	-	512,720
Tires, parts and supplies	49,601	188,023	-	237,624	-	-	-	237,624
Occupancy	-	36,509	14,884	51,393	21,420	9,180	30,600	81,993
Dues and subscriptions	1,030	-	-	1,030	6,759	-	6,759	7,789
Travel and training	137	-	190	327	5,841	-	5,841	6,168
Telephone	14,897	1,937	-	16,834	5,727	-	5,727	22,561
Office supplies	59,498	11,341	13,845	84,684	35,059	16,657	51,716	136,400
Depreciation	696,431	16,526	-	712,957	3,526	-	3,526	716,483
Total Expenditures	$ 5,077,915	$ 851,920	$ 528,238	$ 6,458,073	$ 1,372,261	$ 129,361	$ 1,501,622	$ 7,959,695

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

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
Cash Flows From Operating Activities		
Change in net assets	$ 593,395	$ 627,030
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	716,483	647,254
(Gain) loss on disposal of assets	(23,688)	(6,365)
(Increase) decrease in accounts receivable	760,868	(515,391)
(Increase) decrease in inventories	18,490	3,311
(Increase) decrease in prepaid expense	6,703	(4,170)
Increase (decrease) in accounts payable	(51,187)	(76,146)
Increase (decrease) in accrued expenses	70,240	12,712
Increase (decrease) in refundable advances	(15,558)	16,062
Total Adjustments	1,482,351	77,267
Net cash provided by operating activities	2,075,746	704,297
Cash Flows For Investing Activities		
(Investment in) redemption of certificates of deposit	(570,491)	(410,746)
Payments for the purchase of property and equipment	(795,015)	(399,389)
Proceeds from the disposition of assets	23,688	6,365
Net cash used for investing activities	(1,341,818)	(803,770)
Net increase in cash	733,928	(99,473)
Cash, beginning of year	1,876,290	1,975,763
Cash, end of year	$ 2,610,218	$ 1,876,290

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2024

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 69% 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.

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.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Organization reflects all restricted revenue received and spent in the same fiscal year as revenue without donor restrictions.

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.

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.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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:	2024	2023
Cash and equivalents	$ 2,610,218	$ 1,876,290
Certificates of deposit	981,237	410,746
Accounts and grants receivable	425,761	1,186,628
Total financial assets	$ 4,017,216	$ 3,473,664
Donor-imposed restrictions		
Funds subject to purpose restrictions	(115,100)	-
Financial assets available for general expenditures	$ 3,902,116	$ 3,473,664

NOTE 4: CONCENTRATION OF CREDIT RISK

COAST maintains accounts with Chase Bank, First Seacoast Bank, Kennebunk Savings and Piscataqua Bank that at times exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. At September 30, 2024, the bank balances for each institution totaled $1,548,123, $1,058,166, $711,301 and $269,200, respectively.

The majority of the funding for COAST is received directly from the Federal Government. Accounts receivable at September 30, 2024 includes $277,055 from the federal Government and a total of $102,130 from the states of New Hampshire and Maine. 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, 2024 and 2023.

	2024	2023
Structures, land and leasehold improvements	$ 1,756,676	$ 1,767,636
Equipment, vehicles and furniture	8,829,076	9,341,538
Amenities and miscellaneous	656,216	769,627
	11,241,968	11,878,801
Accumulated depreciation	(7,197,155)	(7,912,519)
	$ 4,044,813	$ 3,966,282

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, 2024 and 2023, 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: NET ASSETS

At fiscal year ended September 30, 2024, the Organization has $115,100 of purpose restricted net assets: $25,100 for a new facility, $24,000 for website accessibility, $38,482 for buses and $27,518 for Route 7 On Demand service expansion.

NOTE 8: 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 was valued at $14,623 for the year ended September 30, 2023. Annual discounted rental charges were $3,000 for the years ended September 30, 2024 and 2023. 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 9: 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 10: 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, 2024 and 2023 were $53,949 and $47,069, respectively.

NOTE 11: 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, 2024, no provision has been made for this contingency.

NOTE 12: 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 $507,128, and related revenue of $568,482, are included in the financial statements for the year ended September 30, 2024.

NOTE 13: COMMITMENTS

Construction of New Facility Commitment

COAST is in the final design 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, 2024, 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. COAST has raised a net amount of $144,000 tax credits through the New Hampshire Community Development Finance Authority (NHCDFA) and received $25,100 of cash contributions as part of its local match for the project.

Minibuses Commitment

At September 30, 2024, COAST is committed to purchasing the following buses: two Frontrunner low floor small buses at $211,855 each or $423,710 in total and four Cutaway buses at $128,273 each or $513,092 in total.

NOTE 14: SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 20, 2025, 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, 2024

Grant Expenditures - Operating Grants

	Transit	Maintenance	Total Operations	Admin-istration & Fundraising	Total Expenses
Drivers' salaries	$ 1,774,440	$ -	$ 1,774,440	$ -	$ 1,774,440
Operations and administrative salaries	993,149	370,051	1,363,200	524,977	1,888,177
Payroll taxes	199,552	27,023	226,575	37,695	264,270
Benefits	692,120	103,005	795,125	133,577	928,702
Insurance and other fees	31,845	3,951	35,796	532,593	568,389
Advertising	12,749	-	12,749	71,056	83,805
Consulting services	3,234	-	3,234	44,772	48,006
Mechanical services	-	16,196	16,196	-	16,196
Other services	32,126	26,370	58,496	52,783	111,279
Facilities cleaning	4,386	50,988	55,374	-	55,374
Fuel/oil	512,720	-	512,720	-	512,720
Tires, parts and supplies	49,601	188,023	237,624	-	237,624
Occupancy	-	36,509	36,509	30,600	67,109
Dues and subscriptions	1,030	-	1,030	6,759	7,789
Travel and training	137	-	137	5,841	5,978
Telephone	14,897	1,937	16,834	5,727	22,561
Office supplies	59,498	11,341	70,839	51,716	122,555
Depreciation	696,431	16,526	712,957	3,526	716,483
Total Expenditures	$ 5,077,915	$ 851,920	$ 5,929,835	$ 1,501,622	$ 7,431,457

Federal Match	
NH-2020-002	$ 11,634
NH-2021-012	1,862,870
NH-2021-015	667,945
NH-2022-003	2,168,471
Total Match	$ 4,710,920

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Grant Expenditures - Other Grants

	ACT Regional Coordination	Financial & Strategic Planning	Travel Demand Management	Total Operations
Administrative Expenditures				
Salaries	$ -	$ 9,605	$ -	$ 9,605
Payroll taxes	-	796	-	796
Advertising	195	-	-	195
Program Expenditures				
Salaries	229,247	-	-	229,247
Payroll taxes	16,904	-	-	16,904
Benefits	55,447	-	-	55,447
Advertising	1,213	-	-	1,213
Consulting services	-	-	2,943	2,943
Other services - providers	175,636	-	7,333	182,969
Occupancy	14,884	-	-	14,884
Office supplies	13,412	-	433	13,845
Travel and training	190	-	-	190
Total Expenditures	$ 507,128	$ 10,401	$ 10,709	$ 528,238

Federal Match	
NH-2020-002	$ 20,786
NH-2021-012	15,922
NH-2022-015	2,790
	39,498
Pass-Through State of New Hampshire	
NH-1385-2019	467,198
Total Match	$ 506,696

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Grant Expenditures - Capital Grants

Capital Expenditures	
Equipment	$ 818,134
Total Expenditures	$ 818,134
Federal Match	
NH-2021-012	$ 44,902
NH-2022-015	632,039
Total Match	$ 676,941

See Notes to Financial Statements

COOPERATIVE ALLIANCE
FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL REPORTS
AND SUPPLEMENTAL SCHEDULES

FOR THE YEAR ENDED
SEPTEMBER 30, 2024

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL REPORTS AND SUPPLEMENTAL SCHEDULES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

CONTENTS

PROFESSIONAL ASSOCIATION

Ninety Eight Salmon Street
Manchester, New Hampshire 03104

FREDERICK G. BRIGGS, JR., CPA
ABBY T. DAWSON, CPA
HILARY A. PAUL, CPA

TELEPHONE: 603-668-1340
FAX 603-668-6751
WWW.FGBRIGGSJRCPA.COM

MEMBERS OF THE
AMERICAN INSTITUTE
CERTIFIED PUBLIC ACCOUNTANT
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

January 20, 2025

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

We have audited, in accordance with the 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, the financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 20, 2025.

Report on Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control.

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

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

Report on Compliance and Other Matters

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

Purpose of This Report

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

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

PROFESSIONAL ASSOCIATION

Ninety Eight Salmon Street
Manchester, New Hampshire 03104

FREDERICK G. BRIGGS, JR., CPA
ABBY T. DAWSON, CPA
HILARY A. PAUL, CPA

TELEPHONE: 603-668-1340
FAX 603-668-6751
WWW.FGBRIGGSJRCPA.COM

MEMBERS OF THE
AMERICAN INSTITUTE O
CERTIFIED PUBLIC ACCOUNTANT
MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

January 20, 2025

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Cooperative Alliance for Seacoast Transportation's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the Cooperative Alliance for Seacoast Transportation's major federal program for the year ended September 30, 2024. The Cooperative Alliance for Seacoast Transportation's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Cooperative Alliance for Seacoast Transportation complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance 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 relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Cooperative Alliance for Seacoast Transportation's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Cooperative Alliance for Seacoast Transportation's federal programs.

Auditor's Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Cooperative Alliance for Seacoast Transportation's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Cooperative Alliance for Seacoast Transportation's compliance with the requirements of each major federal program as a whole.

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

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

- Identify and assess the risks of material noncompliance, 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 Cooperative Alliance for Seacoast Transportation's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

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

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Cooperative Alliance for Seacoast Transportation as of and for the year ended September 30, 2024, and have issued our report thereon dated January 20, 2025, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

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

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

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

FEDERAL GRANTOR/PASS-THROUGH GRANTOR Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Passed Through to Sub-recipients	Federal Expenditures
U.S. Department of Transportation				
Direct Programs (Federal Transit Cluster)				
Federal Transit Formula - Capital Program	20.507			$ 183,941
Federal Transit Formula - Operating Program	20.507			2,581,947
COVID 19: Federal Transit Formula - Operating Program	20.507			2,168,471
Buses and Bus Facilities Formula - Capital Program	20.526			493,000
Total Direct from Federal Transit (Federal Transit Cluster)				5,427,359
U.S. Department of Transportation				
Pass-Through Programs				
New Hampshire Department of Transportation				
Formula Operating Program	20.513	NH-1385-2019	$ 165,249	467,198
Total Expenditures of Federal Awards				$ 5,894,557

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Cooperative Alliance for Seacoast Transportation under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Cooperative Alliance for Seacoast Transportation, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Cooperative Alliance for Seacoast Transportation.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) The Cooperative Alliance for Seacoast Transportation has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

The Schedule of Findings and Questioned Costs for the year ended September, 30, 2023, for the Cooperative Alliance for Seacoast Transportation did not include any findings relative to federal award programs.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of the Cooperative Alliance for Seacoast Transportation were prepared in accordance with GAAP.

2. No reportable conditions were disclosed during the audit of the financial statements.

3. No instances of noncompliance material to the financial statements of the Cooperative Alliance for Seacoast Transportation were disclosed during the audit.

4. No reportable conditions were disclosed during the audit of internal controls over major federal award programs.

5. The auditor's report on compliance for the major federal award program for the Cooperative Alliance for Seacoast Transportation expresses an unmodified opinion on all major federal programs.

6. There were no audit findings relative to the major federal award program for the Cooperative Alliance for Seacoast Transportation.

7. The program tested as a major program was transit operations - the provision of bus transportation, Federal Assistance Listing number 20.500.

8. The threshold for distinguishing Types A and B programs was $750,000.

9. The Cooperative Alliance for Seacoast Transportation was determined to be a low-risk auditee.

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

Name	Role	Annual Salary	Amount Paid From This Contract
Rad Nichols	Executive Director	$150,238	$0 (0.0%)

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 ·