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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

18

DEC 17 2025

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Rail & Transit
November 26, 2025

REQUESTED ACTION

Authorize the Department of Transportation to pay Manchester Transit Authority (MTA), Vendor # 154782, Project # 69011, Manchester, NH, for an amount not to exceed $25,272 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	$25,272

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.

MTA 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 $25,272. Local agency funds will be applied to the remaining balance. The $25,272 requested for MTA is based on the Department's review of the five-year capital plan submitted by MTA and will serve to help leverage a minimum of $286,416 of FTA funds. The five-year duration of this agreement provides flexibility to accommodate potential delays in both the procurement process and the delivery of capital assets.

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 transit systems to operate at optimal safety and efficiency, thus providing the quality of service that riders have come to expect.

The projects identified and approved by the Department for State general funds are listed below:

Projects	Percent of State Match	State Capital Match Funds
(2) ADA Vans	7.5%	$14,462
(1) 12x2 pax. ADA Cutaway	7.5%	$10,810
	Total Capital Match Funds	**$25,272**

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.

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 Manchester Transit Authority		1.4. Grantee Address 110 Elm Street	
1.5 Grantee Phone # 603-623-8801	1.6. Account Number 04-096-096-960030-9344 L21:1XIV3 034-500161 Capital Projects	1.7. Completion Date June 30, 2031	1.8. Grant Limitation $25,272.00
1.9. Grant Officer for State Agency Frederick Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10. State Agency Telephone Number 603-271-2565	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Mike Whitten		1.12. Name & Title of Grantee Signor 1 Mike Whitten - 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 C. 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: 11/21/25 Assistant Attorney General, On: Christina W			
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 MW
Date 26-Aug-2025

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 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 suspe all payments to be made under this Agreement and ordering that the portion 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 and 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

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

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

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

Contractor Intials MF
Date 26-Aug-2025

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 MT
Date 26-Aug-2025

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:
- 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 Manchester Transit Authority (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 $25,272.00 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 Grant price, as defined in the 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
(2) ADA Vans	$14,462
(1) 12x2 pax. ADA Cutaway	$10,810
Total 2026-2027 Capital Match Funds	**$25,272**

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.

EXHIBIT D
SPECIAL PROVISION

MANCHESTER TRANSIT AUTHORITY is exempt from providing a Certificate of Good Standing under RSA 36:4—a.

TITLE III
TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 38-A
MUNICIPAL TRANSIT AUTHORITY

Section 38-A:18

38-A:18 Contracts Made by the Authority. –

I. The authority shall have the power to enter into contracts and agreements which it considers to be in the interests of its public purposes with any person or persons, with any public or quasi-public corporation with any state, and with the United States and any department or agency thereof. It shall have power (here stated in illustration and not in limitation of its power), to enter into agreements for the joint use of any property and rights by the authority and by any public utility operating any transportation facilities; to enter into agreements with any public utility operating any transportation facilities either within or without the metropolitan area for the joint use of any property of the authority or public utility, or the establishment of through routes, joint fares and transfer of passengers; and to enter into agreements with any person, or public corporation or quasi-public corporation for the maintenance, servicing, storage, operation or use of any transit facility, property or equipment on such basis as shall seem to the authority consonant with its public purposes.

II. The authority may make contracts, leases and agreements with any department or agency of the United States of America or of the state of New Hampshire, or with any person or municipality or labor union, and may generally perform all acts necessary for the full exercise of the powers vested in it. The authority may acquire rolling stock or other property under conditional sales contracts, leases, equipment, trust certificates, or any other form of contract or trust agreement. Contracts may be let by an officer or employee of the authority or by the superintending corporation in such manner as may be authorized from time to time by the authority. Any revenue bond indenture may provide limitations upon the exercise of the powers stated in this section and such limitations shall apply so long as any of the revenue bonds issued pursuant to such indenture are outstanding and unpaid.

Source. 1963, 278:1, eff. Sept. 1, 1963.

manchester transit

Michelle Lauder, Chair
Marlana Trombley, Vice Chair
Dan Elliott
Patrick Arnold
Elyza Agosta

Mike Whitten, Executive Director

Certificate of Chairman of the Board of Commissioners
Of
Manchester Transit Authority

I, Michelle Lauder, do hereby certify that I am the Chairman of the Board of Commissioners of Manchester Transit Authority and that at a meeting of the Board of Commissioners of the Manchester Transit Authority which was held on June 25, 2024 the following resolutions were duly adopted by the Board of Commissioners and that said resolutions remain in full force and effect and have not been modified, amended or repealed as of the date hereof. This authorization specifically includes, but is not limited to, the FY26/27 capital and operating assistance match contracts with NHDOT, and the FFY26 FTA Certification and Assurances.

Authorization of Michael Whitten to Act on Behalf of the Manchester Transit Authority

RESOLVED: That Michael Whitten, as Executive Director of the Manchester Transit Authority (the "MTA") be, as deemed appropriate by the MTA Board of Commissioners, authorized in the name and on behalf of the MTA, to take such necessary action and to negotiate, execute and deliver any and all agreements, documents, instruments, certificates and papers which he deems necessary, proper, advisable, required and in the best interest of the MTA; the signing or execution by Michael Whitten, as Executive Director of the MTA, of any instrument or the taking of any such action by him shall be conclusive evidence that he deems the same to be necessary, proper, advisable or required. Said authority of Michael Whitten shall stay in effect until such time the Board of Commissioners modifies, amends or repeals said authority in writing.

RESOLVED: That Michelle Lauder, as Chairman of the Board of the MTA, be and hereby is, authorized and directed to deliver to such persons or entities that may so request, a certificate attesting to the authority of Michael Whitten to take all necessary actions and to negotiate, execute and deliver all necessary agreements, documents, instruments, certificates and papers in the name and on behalf of the MTA as deemed appropriate by the MTA Board of Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Commissioners this 26th day of August, 2025.

Witness

By: Michelle Lauder
Michelle Lauder, Chairman of the Board of Commissioners

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2025

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
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Ins Co.	31325
INSURER B: Union Insurance Company	25844
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Manchester Transit Authority
110 Elm Street
Manchester NH 03101

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, BA, & Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPA5480004-14	06/30/2025	06/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAA5480005-14	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA5480006-14	06/30/2025	06/30/2026	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	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	$

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

re: Route 93 Park and Ride

CERTIFICATE HOLDER

New Hampshire Department of Transportation
7 Hazen Drive
Concord NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Robin Kittle

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Manchester Transit Authority 110 Elm Street Manchester, NH 03101	506	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply, If Not**	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	7/1/2025	7/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301	**Date:** 7/23/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Manchester Transit Authority

Single Audit Act

Year Ended June 30, 20244

manchester transit

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

Board of Commissioners
Manchester Transit Authority
Manchester, New Hampshire

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 Manchester Transit Authority (the Authority), a component unit of the City of Manchester, New Hampshire, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon, dated February 5, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority'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 Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority'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 Authority'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 or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority'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 Authority'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 Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

South Portland, Maine
February 5, 2025

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Independent Auditors' Report on Compliance for Each Major Federal Program
and on Internal Control over Compliance Required by the Uniform Guidance

Board of Commissioners
Manchester Transit Authority
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Manchester Transit Authority's (the Authority) 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 each of the Authority's major federal programs for the year ended June 30, 2024. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that have a direct and material effect on each of its major federal programs for the year ended June 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 Authority 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 Authority'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 Authority's federal programs.

Auditor's Responsibilities 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 Authority'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 Authority'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 Authority'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 Authority'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 Authority'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.

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.

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

We have audited the financial statements of Manchester Transit Authority, a component unit of the City of Manchester, New Hampshire, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon, dated February 5, 2025, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. 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 basic 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 basic 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 basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Wipfli LLP

Wipfli LLP

South Portland, Maine
February 5, 2025

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Grant/Pass-Through Grantor/Program Title or Cluster Title	Federal AL Number	Expenditures	Amounts Provided to Subrecipients
Direct Programs			
U.S. Department of Transportation			
Federal Transit Cluster			
Federal Transit Formula Grants	20.507	$ 3,984,304	
Total Federal Transit Cluster		3,984,304	
Pass-Through Southern New Hampshire Planning Commission			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	113,024	
Pass-Through New Hampshire Department of Transportation			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	64,917	
Total Enhanced Mobility of Seniors and Individuals with Disabilities		177,941	
Total U.S. Department of Transportation		4,162,245	
Total Expenditures of Federal Awards		$ 4,162,245	$ 0

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Manchester Transit Authority under programs of the federal government for the year ended June 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 Manchester Transit Authority, it is not intended to and does not present the financial position, changes in financial position and cash flows of Manchester Transit Authority.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. 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.

B. Pass-through entity identifying numbers are presented where available

C. Manchester Transit Authority has not elected to use the 10% de minimus indirect cost rate allowed under Uniform Guidance.

NOTE 3 – Subrecipients

Manchester Transit Authority does not have any subrecipients or subrecipient expenditures.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Part I. Summary of Auditors' Results

Financial Statements		
Type of auditors' report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	___Yes	_X_ No
Significant deficiency(ies) identified?	___Yes	_X_ None reported
Noncompliance material to financial statements noted?	___Yes	_X_ No
Federal Awards		
Internal control over major programs:		
Material weakness(es) identified?	___Yes	_X_ No
Significant deficiency(ies) identified?	___Yes	_X_ None reported
Type of auditors' report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a) of the Uniform Guidance?	___Yes	_X_ No
Identification of major programs:		
Name of Federal Program or Cluster		AL Number
Federal Transit Cluster Federal Transit Formula Grants		20.507
Dollar threshold used to distinguish between type A and type B programs:		$750,000
Auditee qualified as low-risk auditee?	_X_Yes	___ No

Part II. Financial Statement Findings Section

No matters reportable.

Part III. Federal Findings and Questioned Costs Section

No matters reportable.

Manchester Transit Authority

Financial Report

Year Ended June 30, 2024

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Independent Auditor's Report

Board of Commissioners
Manchester Transit Authority
Manchester, New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Manchester Transit Authority (the "Authority"), a component unit of the City of Manchester, New Hampshire, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Manchester Transit Authority as of June 30, 2024, and respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) 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 Manchester Transit Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, 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 Authority's ability to continue as a going concern for twelve-months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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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 GAAS 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 Manchester Transit Authority'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 Authority'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.

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Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Changes in Total OPEB Liability and Related Ratios - Retiree Medical Plan, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Manchester Transit Authority has omitted the management's discussion and analysis that GAAP require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 5, 2025, on our consideration of the Authority'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 Manchester Transit Authority'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 Authority's internal control over financial reporting and compliance.

Wipfli LLP

Wipfli LLP

South Portland, Maine
February 5, 2025

Manchester Transit Authority
Statement of Net Position

As of June 30, 2024

Current assets:	
Cash and cash equivalents	$ 1,286,391
Accounts receivable	445,194
Grants receivable	621,923
Inventories	274,898
Prepaid items	2,673
Total current assets	2,631,079
Capital assets:	
Land	129,109
Buildings and improvements	2,838,912
Buses	13,114,490
Equipment	2,061,097
Less: accumulated depreciation	(10,711,187)
Total capital assets	7,432,421
Total assets	10,063,500
Deferred outflows of resources	97,452
Total Assets and Deferred Outflows of Resources	$ 10,160,952

See accompanying notes to financial statements.

Manchester Transit Authority
Statement of Net Position (Continued)

As of June 30, 2024	
Current liabilities:	
Accounts payable	$ 76,436
Accrued expenses	123,824
Accrued vacation	257,982
Total current liabilities	458,242
Noncurrent liabilities:	
Accrued sick pay	227,939
Other post-employment benefits liability	2,603,707
Total long-term liabilities	2,831,646
Total liabilities	3,289,888
Deferred inflows of resources	2,117,069
Net position:	
Investment in capital assets	7,432,421
Unrestricted (deficit)	(2,678,426)
Total net position	4,753,995
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 10,160,952

See accompanying notes to financial statements.

Manchester Transit Authority

Statement of Revenues, Expenses, and Changes in Net Position

Year Ended June 30, 2024	
Operating revenues	$ 2,723,526
Operating expenses:	
Labor	5,053,724
Fringe benefits	1,977,443
Services	408,489
Materials and supplies	994,902
Utilities	124,384
Insurance	492,555
Depreciation	1,596,084
Other	75,533
Total operating expenses	10,723,114
Operating loss	(7,999,588)
Non-operating revenues:	
City of Manchester	1,698,761
Local town contribution - Manchester service area	44,888
Local town contribution - CART service area	153,117
Private partnership contributions	50,988
Federal grants	4,162,245
Interest	2,912
Gain on sale of capital assets	4,285
Contributed assets from MVRTA	714,736
Miscellaneous receipts	177,826
Total non-operating revenues	7,009,758
Net loss before capital contributions	(989,830)
Capital contributions	54,072
Change in net position	(935,758)
Net position - beginning of year	5,689,753
Net position - end of year	$ 4,753,995

See accompanying notes to financial statements.

Manchester Transit Authority
Statement of Cash Flows

Year Ended June 30, 2024

Increase (decrease) in cash and cash equivalents:	
Cash flows from operating activities:	
Receipts from customers	$ 2,691,455
Payments to suppliers	(2,046,078)
Payments to employees	(7,568,491)
Net cash flows from operating activities	(6,923,114)
Cash flows from noncapital financing activities:	
Operating grants and subsidies	5,755,701
Miscellaneous receipts	177,826
Net cash flows from noncapital financing activities	5,933,527
Cash flows from capital and related financing activities:	
Capital contributions	54,072
Proceeds from the sale of capital assets	4,285
Purchase of capital assets	(45,854)
Net cash from capital and related financing activities	12,503
Cash flows from investing activities:	
Interest	2,912
Net cash from investing activities	2,912
Net change in cash and cash equivalents	(974,172)
Cash and cash equivalents at beginning of year	2,260,563
Cash and cash equivalents at end of year	$ 1,286,391

Manchester Transit Authority

Statement of Cash Flows (Continued)

Year Ended June 30, 2024

Reconciliation of operating loss to net cash flows from operating activities:	
Operating loss	$ (7,999,588)
Adjustments to reconcile operating loss to net cash used in operating activities:	
Depreciation	1,596,084
Change in assets and liabilities:	
Accounts receivable	(32,071)
Inventories	11,126
Prepaid expenses	133,672
Deferred outflows of resources	292,771
Deferred inflows of resources	(683,161)
Accounts payable	(154,479)
Accrued expenses	59,466
Accrued vacation and sick pay	(42,292)
Other post-employment benefits liability	(104,642)
Net cash flows from operating activities	$ (6,923,114)

Noncash transactions:

During 2024 the Authority received a contribution of three commuter coaches that were recorded in the amount of $714,636.

See accompanying notes to financial statements.

Note 1: Summary of Significant Accounting Policies

Nature of the Entity

The Manchester Transit Authority (the Authority) was incorporated May 9, 1973, by the Board of Mayor and Aldermen of the City of Manchester, to provide public mass transportation facilities and services and pupil transportation and has such rights, powers, and duties as conferred or imposed upon it by virtue of the State of New Hampshire Revised Statutes Annotated Chapter 38-A relating to municipal transit. During 2024, the pupil transportation services was reduced to approximately 50% of prior activity in conjunction with a plan to transition the pupil transportation services to the City of Manchester School District (see Note 10).

Accounting Principles

These basic financial statements have been prepared in accordance with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (standards and interpretations), constitute GAAP for governmental units. GAAP also includes guidance from the American Institute of Certified Public Accountants in the publication entitled, State and Local Governments. The more significant of the Authority's accounting policies are described below.

Reporting Entity

In evaluating the Authority as a reporting entity, management has addressed all potential component units for which the Authority may be financially accountable and, as such, should be included within the Authority's financial statements. In accordance with GASB Statement No. 14, as amended by GASB Statement No. 61, the Authority is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Authority. Additionally, the Authority is required to consider other organizations for which the nature and significance of their relationship with the Authority are such that exclusion would cause the reporting entity's financial statements to be misleading. Based on the application of these criteria, there are no other entities that should be included as part of these financial statements.

Under these standards, the Authority is considered to be a component unit of the City of Manchester, New Hampshire. The Commissioners of the Authority are appointed by the City's Board of Mayor and Alderman. The Authority has the authority to set fare rates. The Board of Mayor and Aldermen determine the annual operating subsidy and approve the issuance of bonds.

Note 1: Summary of Significant Accounting Policies (Continued)

Basis of Accounting

The proprietary fund type is used by the Authority.

The Authority's financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been satisfied.

Proprietary funds distinguish operating revenues and expenses from non-operating items Operating revenues and expenses generally result from providing goods and services in connection with the Authority's principal ongoing operations. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Revenue Recognition

Operating revenues are recognized when the goods or services have been provided to the customer. Nonoperating revenues are recognized when the conditions for earning the revenues have been met, which is typically as the related eligible expenses are incurred.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable and Grants Receivable

Accounts receivable consists primarily of amounts due for school bus services provided but also includes amounts due from other governments and private organizations for city bus services provided. Grants receivable include federal grants. Accounts receivable and grants receivable have been evaluated for collectibility and no allowance for doubtful accounts is considered necessary.

Inventories

Inventories consist of parts, fuel and oil and are stated at the lower of cost or market on a first-in, first out (FIFO) basis. The cost of inventories is recorded as an expense when consumed rather than when purchased.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

Note 1: Summary of Significant Accounting Policies (Continued)

Capital Assets

Capital assets consist of land, buildings and improvements, buses, and equipment. Purchased capital assets are reported at cost and updated for additions and retirements during the year. Donated fixed assets are recorded at their estimated acquisition value at the date of donation. The Authority maintains a capitalization threshold of $1,000. The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend assets' lives are not capitalized.

Land has an indefinite life and is not depreciated. All other capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Lives
Buildings and Improvements	30-40 years
Heating equipment and parking lot	15 years
Buses	7 years
Equipment	5 years

Compensated Absences

The Authority's vacation policy allows employees to earn vacation hours on a monthly basis, based on years of employment. Unused vacation hours may be accumulated and carried over, subject to certain limitations based on the classification of the employee. Upon separation, allowed carryover for unused vacation is paid out at the current salary rate. Vacation leave is accrued when incurred and presented as being payable within one year.

The Authority's sick leave policy allows employees to earn sick leave hours on a monthly basis, based on years of employment, unused sick time can be accumulated and carried over, subject to certain limitations based on the classification of the employee. Upon separation and meeting the minimum years of service and retirement requirements, as applicable, up to 75 days unused sick leave hours is paid out at the current salary rate. Sick leave is accrued when incurred and presented as a long-term liability.

Deferred Outflows of Resources and Deferred Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and will not be recognized as an expense until then. The Authority's deferred outflows relate to its Postemployment Benefits Other Than Pensions (OPEB) Liability as disclosed in Note 8.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The Authority's deferred inflows relate to its OPEB Liability as disclosed in Note 8.

Note 1: Summary of Significant Accounting Policies (Continued)

Other Post-Employment Benefits ("OPEB") Obligations

The Authority's total OPEB Obligation is recognized as a liability and the Annual Required Contribution ("ARC") is expensed, as determined by the Authority's actuary, in the proprietary fund financial statements.

Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Investment in capital assets consists of capital assets, net of accumulated depreciation. Net position is reported as restricted when there are limitations imposed on its use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use externally restricted resources first.

Budget

The Authority is not required to adopt a legal budget; therefore, no budgetary comparison is presented.

Concentration

Approximately 60% of the Authority's total revenue is provided by federal and local operating grants and capital contributions.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual amounts could differ from those estimates.

Note 2: Cash and Investments

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Authority's deposits may not be returned to them. The Authority does not have a deposit policy for custodial credit risk. As of June 30, 2024, none of the Authority's reported deposits of $1,286,391 with a bank balance of $1,378,415 was exposed to custodial credit risk as the Authority has a collateral agreement with Citizens Bank.

Note 8: Other Postemployment Benefits (Continued)

Actuarial Assumptions and Other Inputs. The total OPEB liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

General inflation of 3.00% was used. Health care cost trend of 7.5% in 2024 decreasing under the Goetzen model to 4.54% in 2090. Post-65 the flat trend assumption is 4.54% for all years. Mortality rates were based on the SOA PUB-2010 Public Retirement Plan Employees Mortality Table Adjusted with Improvement Scale MP-2021. As of 6/30/2024, Mortality rates were based on SOA PUB-2010 Public Retirement Plan Employees Mortality Table Adjusted with Mortality Improvement Scale MP-2021.

The discount rate was based on high quality AA/Aa or higher bond yields in effect for 20-year, tax exempt general obligation municipal bonds using the Bond Buyer index.

The actuarial assumptions used in the June 30, 2024 valuation were based on the results of an actuarial experience study, conducted by an independent actuarial consultant.

Changes in the total OPEB liability:

	Total OPEB Liability
Balance at beginning of year	$ 2,708,349
Changes for the year:	
Service cost	93,918
Interest	114,130
Differences between expected and actual experience	(246,488)
Changes in assumptions or other inputs	11,465
Benefit payments	(77,667)
Balance at end of year	$ 2,603,707

Sensitivity of the total OPEB liability to changes in the discount rate. The following table shows how the total OPEB liability would change if the discount rate used was one percentage point lower or one percentage point higher than the current rate. The current rate used for the Health Plan is 4.21%.

	1% Decrease (3.21%)	Discount Rate (4.21%)	1% Increase (5.21%)
Authority's total OPEB liability	$ 2,974,696	$ 2,603,707	$ 2,300,777

Note 8: Other Postemployment Benefits (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate. The following table shows how the total OPEB liability would change if the healthcare rate used was one percentage point lower or one percentage point higher than the current rate of 7.5% decreasing to 4.54%.

	1% Decrease (6.5% decreasing to 3.54%)	Healthcare Cost Trend Rates (7.5% decreasing to 4.54%)	1% Increase (8.5% decreasing to 5.54%)
Authority's total OPEB liability	$ 2,278,594	$ 2,603,707	$ 3,011,348

For the year ended June 30, 2024, the Authority recognized OPEB income of $-. At June 30, 2024, the Authority reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ (1,548,671)
Changes of assumptions	97,452	(568,398)
Totals	$ 97,452	$ (2,117,069)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense, as follows:

Year ended June 30,	
2025	$ (768,817)
2026	(779,996)
2027	(428,661)
2028	(42,143)
Total	$ (2,019,617)

Note 9: Commitments and Contingencies

The Authority participates in numerous Federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the Authority has not complied with the rules and regulations governing the grants, refunds of any money may be required and the collectability of any related receivable at June 30, 2024 may be impaired. In the opinion of the Authority, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

Note 10: Subsequent Events

Effective July 1, 2024, the Authority is no longer providing pupil transportation for the City of Manchester School District (the School). Subsequent to July 1, 2024, ownership of the school buses have been turned over to the School. During a transition period for the next 2 years, the Authority will continue to provide maintenance services for the School and the dispatch operations will continue to be operated out of the Authority's facility.

Manchester Transit Authority

Schedule of Changes in Total OPEB Liability and Related Ratios - Retiree Medical Benefit Plan

Total OPEB Liability	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
Service cost	$ 93,918	$ 140,581	$ 304,819	$ 239,203	$ 235,797	$ 228,974	$ 110,546
Interest	114,130	170,348	133,059	150,941	186,443	176,987	193,680
Difference between expected and actual experience	(246,488)	(1,512,505)	(988,142)	(283,614)	(215,035)	-	223,618
Changes of assumptions or other inputs	11,465	(69,741)	(1,127,624)	365,135	(681,466)	-	1,511,353
Benefit payments	(77,667)	(106,543)	(101,276)	(101,276)	(98,804)	(95,481)	(89,379)
Net change in total OPEB liability	(104,642)	(1,377,860)	(1,779,164)	370,389	(573,065)	310,480	1,949,818
Total OPEB liability - beginning	2,708,349	4,086,209	5,865,373	5,494,984	6,068,049	5,757,569	3,807,751
Total OPEB liability - ending	$ 2,603,707	$ 2,708,349	$ 4,086,209	$ 5,865,373	$ 5,494,984	$ 6,068,049	$ 5,757,569
Covered employee payroll	$ 4,609,252	$ 3,940,321	$ 4,067,096	$ 4,514,346	$ 4,054,720	$ 2,968,029	$ 2,418,492
Total OPEB liability as a percentage of covered - employee payroll	56%	69%	100%	130%	136%	204%	238%

Manchester Transit Authority

Schedule of Changes in Total OPEB Liability and Related Ratios -

Retiree Medical Benefit Plan - Notes to Schedule

Changes of assumptions: In 2024, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting Improvement Scale MP-2021 for purposes of developing mortality rates, and changing the discount rate from 4.13% to 4.121%. The trend assumption was also adjusted - 7.5% in 2024 decreasing under the Goetzen model to 4.54% in 2090. Post-65 the flat trend assumption is 4.54% for all years.

Changes of assumptions: In 2023, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting Improvement Scale MP-2021 for purposes of developing mortality rates, and changing the discount rate from 4.09% to 4.13%. The trend assumption was also adjusted - 7.5% in 2023 decreasing under the Goetzen model to 4.44% in 2090. Post-65 the flat trend assumption is 4.44% for all years.

Changes of assumptions: In 2022, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting Improvement Scale MP-2021 for purposes of developing mortality rates, and changing the discount rate from 2.18% to 4.09%. The trend assumption was also adjusted - 7.5% in 2022 decreasing under the Goetzen model to 4.24% in 2090. Post-65 the flat trend assumption is 4.24% for all years.

Changes of assumptions: In 2021, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting Improvement Scale MP-2020 for purposes of developing mortality rates, and changing the discount rate from 2.66% to 2.18%. The trend assumption was kept the same - 6.5% in 2021 decreasing .5% in 2024, and reducing further under the Goetzen model to 4.0% in 2077.

Changes of assumptions: In 2020, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting the SOA PUB H-2010 Headcount-Weighted Mortality Rates Adjusted with Improvement Scale MP-2019 for purposes of developing mortality rates, and changing the discount rate from 2.98% to 2.66%. Furthermore the pre-65 trend assumption was changed to 7.0% in 2020 decreasing 0.5% per year to 5.0% in 2024, and reducing further under the Goetzen model to 4.0% in 2077, and post-65 trend assumption was changed to 4.00% for all future years.

Changes of assumptions: In 2018, amounts reported as changes of assumptions resulted from adjustments to assumed life expectancies as a result of adopting the SOA RP-2017 Blue Collar Mortality Table Adjusted to 2006 with Improvement Scale MP-2017 for purposes of developing mortality rates, and changing the discount rate from 5.00% to 2.98%. Furthermore, the trend assumption was changed from 7.5% as of 2017 reduced linearly to an ultimate trend of 5.5% to 7.0% as of 2019 reduced to an ultimate trend of 5.2%.

This schedule is presented to illustrate requirements to show information for 10 years. However, until a full 10 year trend is compiled, the Authority presents information for those years of which information is available.

WIPFLI

Independent Auditor's Report on Supplementary Information

Board of Mayor and Alderman
Manchester Transit Authority
Manchester, New Hampshire

We have audited the basic financial statements of Manchester Transit Authority (collectively referred to as "the Authority") as of and for the year ended June 30, 2024, and our report thereon, dated February 5, 2025, which expressed an unmodified opinion on those basic financial statements, appears on pages 1 through 3. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedules, on pages 21 and 22, are presented for purposes of additional analysis and are not a required part of the basic 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Wipfli LLP

Wipfli LLP

South Portland, Maine
February 5, 2025

Manchester Transit Authority
Combining Statement of Net Position

As of June 30, 2024	Transit Bus Service	School Bus Service	**Total**
Assets			
Current assets			
Cash and cash equivalents	$ 759,984	$ 526,407	$ 1,286,391
Accounts receivable	445,194	-	445,194
Grants receivable	621,923	-	621,923
Inventories	274,898	-	274,898
Prepaid items	2,673	-	2,673
Interfund loan	(312,288)	312,288	-
Total current assets	1,792,384	838,695	2,631,079
Capital assets			
Land	66,829	62,280	129,109
Building and improvements	2,737,428	101,484	2,838,912
Buses	9,017,370	4,097,120	13,114,490
Equipment	1,734,706	326,391	2,061,097
Less: accumulated depreciation	(7,971,752)	(2,739,435)	(10,711,187)
Total capital assets	5,584,581	1,847,840	7,432,421
Total assets	7,376,965	2,686,535	10,063,500
Deferred outflows of resources	97,452	-	97,452
Total assets and deferred outflows of resources	$ 7,474,417	$ 2,686,535	$ 10,160,952
Liabilities			
Current liabilities			
Accounts payable	$ 76,436	$ -	$ 76,436
Accrued expenses	123,824	-	123,824
Accrued vacation	257,982	-	257,982
Total current liabilities	458,242	-	458,242
Non-current liabilities			
Accrued sick pay	227,939	-	227,939
Other post-employment benefits liability	2,603,707	-	2,603,707
Total long-term liabilities	2,831,646	-	2,831,646
Total liabilities	3,289,888	-	3,289,888
Deferred inflows of resources	2,117,069	-	2,117,069
Net position			
Investment in capital assets	5,584,581	1,847,840	7,432,421
Unrestricted (deficit)	(3,517,121)	838,695	(2,678,426)
Total net position	$ 2,067,460	$ 2,686,535	$ 4,753,995

See Independent Review Report on Supplementary Information.

Manchester Transit Authority

Combining Statement of Revenues, Expenses and Changes In Net Position

Year Ended June 30, 2024	Transit Bus Service	School Bus Service	**Total**
Operating revenues	$ 529,403	$ 2,194,123	$ 2,723,526
Operating expenses			
Labor	3,538,272	1,515,452	5,053,724
Fringe benefits	1,506,674	470,769	1,977,443
Services	290,575	117,914	408,489
Materials and supplies	784,729	210,173	994,902
Utilities	75,480	48,904	124,384
Insurance	275,096	217,459	492,555
Depreciation	1,120,157	475,927	1,596,084
Other	56,965	18,568	75,533
Total operating expenses	7,647,948	3,075,166	10,723,114
Operating loss	(7,118,545)	(881,043)	(7,999,588)
Non-operating revenues			
City of Manchester	1,698,761	-	1,698,761
Local town contribution- Manchester service area	44,888	-	44,888
Local town contribution - CART service area	153,117	-	153,117
Private partnership contributions	50,988	-	50,988
Federal grants	4,162,245	-	4,162,245
Interest	790	2,122	2,912
Loss on sale of capital assets	4,257	28	4,285
Contributed assets from MVRTA	714,736	-	714,736
Miscellaneous revenue	166,603	11,223	177,826
Total non-operating revenues	6,996,385	13,373	7,009,758
Net loss before capital contributions	(122,160)	(867,670)	(989,830)
Capital contributions	-	54,072	54,072
Change in net position	(122,160)	(813,598)	(935,758)
Net position, beginning of year	2,189,620	3,500,133	5,689,753
Net position, end of year	$ 2,067,460	$ 2,686,535	$ 4,753,995

See Independent Review Report on Supplementary Information.

manchester transit

MANCHESTER TRANSIT AUTHORITY

Chair	
Name:	Dan Elliott
Vice Chair	
Name:	Michelle Lauder
Commissioner	
Name:	Marlana Trombley
Commissioner	
Name:	Patrick Arnold
Commissioner	
Name:	Elyza Agosta
Commissioner	

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MICHAEL WHITTEN

Work Phone: (603) 623-8801

PROFILE

A transportation professional with more than twenty years of experience in public transportation, school transportation, and regional transportation planning. Strong organizational skills developed working at every level in transportation from bus operator to Executive Director. Able to provide exceptional customer service to a diverse group of stakeholders while always maintaining responsible use of taxpayer funding entrusted to the organization.

PROFESSIONAL EXPERIENCE

MANCHESTER TRANSIT AUTHORITY, Manchester, NH **2007 - Present**

Executive Director (2010-present)

Operations Planning Manager / Assistant Executive Director (2007-2010)

Responsible for the development, implementation, and review of all aspects of operations including budget development, grant management, and service design.

- Responsible for 100+ bus fleet comprised of both transit and school buses, largest public fleet of buses in New Hampshire.
- Implemented intercity commuter service to connect Manchester Transit Authority service with Concord Area Transit and Nashua Transit System. All service operated exclusively by MTA.
- Implemented the Green DASH service, a free circulator service connecting downtown Manchester with the Millyard using the first two hybrid electric buses in public use in NH.
- Established regional shopper shuttles for surrounding communities of Bedford, Goffstown, and Hooksett so that seniors and citizens with disabilities could access a free bus ride to and from the grocery store.
- Directly employ 130 employees and responsible for creating and implementing $7.5 million annual operating budget.
- Ensure smooth, on budget operation of StepSaver service, MTA's paratransit service for passengers with a disability that prevents them from accessing the fixed route system.
- Work productively with unionized labor force.
- Research, apply for, and administer grants from multiple funding sources.

UMASS TRANSIT SERVICES, Amherst, MA **2000 - 2007**

Various Positions

Began as a bus operator and was promoted to positions of increasing responsibility including special transportation operator (paratransit), trainer, radio operator (dispatcher), and driver supervisor while completing undergraduate studies from 2000-2004. Promoted to training coordinator after graduation with responsibility for managing all aspects of training department.

- Supervise a team of 18 trainers to assist approximately 50 students annually to obtain a Commercial Drivers License.
- Interview and hire all new operators.
- Enforce the drug and alcohol policy for safety sensitive employees.

EDUCATION

B.S. Business Administration '04, University of Massachusetts, Amherst, MA

PROFESSIONAL LEADERSHIP POSITIONS

Community Transportation Association of America (CTAA) Board of Directors 2020-present
Northeast Passenger Transportation Association (NEPTA) Board of Directors 2012-present; President 2018-2022
State Coordination Council (SCC) Governor's Urban Transit Rep 2017-present
Region 8 Regional Coordination Council (RCC) Vice Chair
CTAA National Community Transportation Manager of the Year 2017
James W. Tethers Award (SNHPC) 2019