

COMMISSIONER  
Jared S. ChicoineDEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.govDEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

December 28, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (NH Energy) to enter into a **SOLE SOURCE** contract with Tri-County Community Action Program, (VC #177195), Berlin, NH, in the amount of \$273,900 to supplement the Agency's Weatherization Assistance Program (WAP), effective January 12, 2022, through December 31, 2022, upon approval of Governor and Executive Council. 100% Federal Funds. (LIHEAP-US DHHS)

Funding is available in the following account, contingent upon the availability and continued appropriation of funds in the operating budget, as follows:

New Hampshire Department of Energy, Fuel Assistance  
02-52-52-520010-18870000-074-500587

FY2022

Grants for Pub Assist &amp; Relief

\$273,900.00

**EXPLANATION**

This contract is **SOLE SOURCE** because of the US Department of Energy's (US DOE) grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status for the Weatherization Assistance Program due to their non-profit status, their role providing a range of services to clients eligible for WAP, and their historical performance delivering the weatherization program.

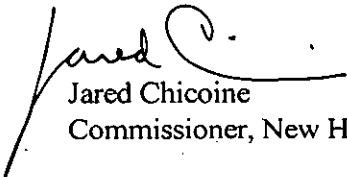
NH Energy is responsible for administering New Hampshire's statewide Weatherization Assistance Program (WAP). The objective of the program is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with children, and households with high-energy usage. The funding in this contract will supplement WAP work.

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) funding in this contract will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of

homes receiving heating system improvements and/or full weatherization services in the program year which begins on January 1, 2022. NH Energy estimates that approximately thirty-seven (37) additional homes will be assisted in the CAA's service area as a result of the supplemental funding.

In the event Federal Funds are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared Chicoine", with a stylized flourish at the end.

Jared Chicoine  
Commissioner, New Hampshire Department of Energy


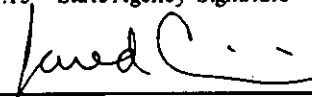
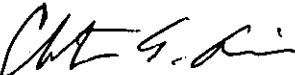
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number 02-52-52-520010-18870000-074-500587 52BWP22	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$273,900.00
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-3670	
1.11 Contractor Signature  Date: 12/20/2021		1.12 Name and Title of Contractor Signatory Jeanne Robillard, Chief Executive Officer	
1.13 State Agency Signature  Date: 12/22/21		1.14 Name and Title of State Agency Signatory Jared Chicoine, Commissioner New Hampshire Department of Energy	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 12/27/21			
1.17. Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 12/20/2021

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

*JK*

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**EXHIBIT A**

**SPECIAL PROVISIONS**

1. 2 CFR 200, as amended, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The New Hampshire Department of Energy (NH Energy) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

The audit report shall include a schedule of the prior year's questioned costs along with a response regarding the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the NH Energy within one month of the time of receipt by the Contractor accompanied by an action, if applicable, for each finding or questioned cost.

3. The following paragraph shall be added to paragraph 9 of the general provisions:

"9.3 All negotiated contracts (except those of \$5,000 or less) awarded by the New Hampshire Department of Energy to the Contractor shall allow the New Hampshire Department of Energy, the US Department of Energy, Health and Human Services, the Comptroller General of the United States, or any duly authorized representatives access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions."

4. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
5. Program and financial records pertaining to this contract shall be retained by the NH Energy and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333 - Retention Requirements for Records.
6. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within forty-five (45) days of the completion date (Agreement Block 1.7).

7. The following paragraphs shall be added to the general provisions:

"25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional federal funds under any other law of the United States, except if authorized under that law."

"26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

"27. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to the New Hampshire Department of Energy."

"28. PROCUREMENT. Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards.)"



**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**EXHIBIT B**

**SCOPE OF SERVICES**

1. Tri-County Community Action Program, Inc. hereinafter "the Contractor," agrees to utilize the Building Weatherization Program (BWP) funds, which are the subject of this contract and which have their origin in the federal Low Income Home Energy Assistance Program (LIHEAP), to provide eligible clients with weatherization services, including heating system repair and replacement services, which meet the requirements and standards for LIHEAP weatherization work as modified and approved in the FY22 New Hampshire LIHEAP State Plan. In addition, all work completed using BWP funds will be in accordance with the fiscal requirements of regulations set forth in 2 CFR 200 as amended, and will be guided and implemented as directed by the New Hampshire Department of Energy (NH Energy) in this contract and, from time to time, in BWP Subgrantee Notices or other communications. The Contractor agrees to revise BWP practices and procedures to incorporate instructions from NH Energy.

Contractor agrees to incorporate changes to the NH Building Weatherization Program as prescribed by NH Energy to improve program delivery. Contractor further agrees to perform all weatherization services in a manner that will successfully interact with utility administered energy efficiency programs for low income households in order to provide the best collaborative services for those households.

2. This BWP contract period, to be known as "BWP22," will commence upon approval of this contract by the Governor and Executive Council, and will have a completion date of December 31, 2022, also subject to the approval of the Governor and Executive Council.
3. BWP funds, which are the subject of this contract, shall not be expended for health and safety purposes. However, in projects where BWP money is used without any federal Weatherization Assistance Program (WAP) money involved – in other words, where there is no money for the installation of health and safety measures – then that BWP project may include the cost of incidental repair measures (see the NH Policies and Procedures Manual) if, by so doing, the cumulative SIR for the entire project is not brought down to below 1.
4. No portion of the BWP funding in this contract is set aside for training and technical assistance (T&TA). However, Contractor may choose to expend some or all of the designated administrative funds on T&TA activities. Appropriate back-up and justification for the use of those funds will be required by NH Energy prior to reimbursement.
5. During the contract period, the Contractor agrees to complete weatherization services on the number of units that is the result of dividing the Contractor's PY22 BWP allocation by \$7,500. NH Energy understands that the actual number of BWP completions will likely differ from that number due to the unpredictability of heating system costs, etc., but NH Energy expects to see monthly BWP payment requests from the Contractor in order to monitor BWP spending progress. Unit completions will be done to the standards and expectations presented in LIHEAP weatherization guidance, this contract, and the NH WAP *Policies and Procedures Manual*, 2019 edition, section on BWP management.
  - a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. NH Energy reserves the right to review progress under this contract at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.

- b. All funds provided to the Contractor under this agreement must be expended by December 31, 2022.
6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire must meet the minimum specifications defined in the US Department of Energy's Quality Work Plan (QWP) and the associated Standard Work Specifications (SWS). While BWP work is to be managed mostly under DOE rules, and is therefore not subject to all of the same specifications and requirements as WAP work, Contractor will manage BWP work in a manner which provides clients with weatherization outcomes similar to those achieved under WAP guidance whenever possible. The occasions when WAP rules must apply to BWP work are set out in this document (Exhibit B).
  7. Client eligibility for BWP-funded weatherization work should generally be the same as for WAP-funded weatherization work: client income is to be no greater than 60% of the state median income (SMI).
  8. BWP money may be "leveraged" (used in combination) with any other weatherization funding source. If WAP/DOE money is used in a dwelling weatherization project, and if the Subgrantee wishes to count that project as a WAP/DOE completion, then the project must have at least one energy conservation measure that meets the SIR test, that measure (or those measures) must be paid for with WAP dollars, and the final inspection of the whole job must be done by a current BPI certified Quality Control Inspector (QCI) and declared "WAP complete, ready for reimbursement."
  9. BWP money may be used for either full dwelling weatherization upgrades or for heating system improvements alone. Contractor is obligated under this contract to expend at least 50% of the contracted BWP amount on heating system repairs and/or replacements.
    - a. The PY22 BWP package of forms (see item 12b, below) for reporting BWP expenditures will include columns to make clear whenever BWP money was used:
      - i. for restoration of heating services (repair or replacement of inoperable heating equipment),
      - ii. for prevention of heating system service loss (repair or replacement to avoid approaching failure), or
      - iii. for supplementing or fully supporting a whole house weatherization project, with space to report when heating system work paid for with BWP funds is part of that whole house upgrade.
  10. The maximum amount of BWP money to be spent on any one dwelling project without an approved waiver is \$12,000. If the BWP budget for any one project must exceed that amount, a waiver must be received from NH Energy. NH Energy will review all waiver requests promptly and will provide approval when possible. However, applying the expenditure guidelines in the FY22 NH LIHEAP State Plan, NH Energy will not approve total BWP expenditures on any one dwelling weatherization project that exceed \$15,000. This total is cumulative, summing the BWP expenditures made during all visits to that dwelling (including amounts from program years in which the name of the LIHEAP-funded weatherization program may have been different).
  11. BWP production includes:
    - a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a TREAT model prepared by a qualified (BPI-certified) Building

Analyst or Energy Auditor or Quality Control Inspector who has developed the work plan (the energy conservation measures – ECMs – to be installed) using either the “benefit/cost ratio” (B/C) methodology as defined by the utilities’ Home Energy Assistance (HEA) program or the “savings to investment ratio” (SIR) methodology as defined by the US DOE for use in WAP. The SIR methodology must be used to justify the installation of any ECMs which are to be paid for with WAP funds.

- b. Final inspections which determine:
  - i. whether the project’s work plan was appropriate and complete, taking into account the methodology – B/C or SIR – used by the energy auditor to select the ECMs to be installed, the pre-weatherization condition of the building, etc.
  - ii. whether that appropriate work plan was fully and effectively implemented in the dwelling, providing the client with a comprehensive energy-saving weatherization outcome, or, in the case of heating system only improvements, providing the client with a safe and efficient and fully operational home heating system.
- c. In projects where BWP money is used alongside WAP money in the same dwelling (and there may be other funding sources as well), that project’s ECMs which are to be paid for using BWP and/or WAP funds must be completed using the WAP rules and standards, including the installation of only those measures which individually achieve an SIR equal to or greater than 1, the use of a certified Quality Control Inspector to perform the final inspection, etc.
- d. In projects where no WAP money is involved, the final BWP inspection may be performed by a person holding a current BPI certification in at least one of the following areas: Building Analyst, Energy Auditor, or Quality Control Inspector.
- e. Because BWP money is not WAP money, BWP money may be used in weatherization upgrades to dwellings which have received WAP-funded or BWP-funded upgrades more recently than the 15-year rolling time period which governs WAP re-weatherization by presenting a waiver request to NH Energy. However:
  - i. re-weatherization should be done sparingly, remembering that there are thousands of potential clients who have received no weatherization services at all;
  - ii. care should be taken, as always, to avoid even the appearance of favoritism;
  - iii. all BWP-funded second visits to previously weatherized dwellings, whether that weatherization work was done with WAP or BWP or HEA funds, must be preceded by receipt of an approved waiver from NH Energy.

12. The tracking of BWP jobs will include:

- a. Contractor preparation and maintenance of a client file on every BWP job. Contractor will utilize a filing protocol which allows recovery of the file when checking future jobs against previous weatherization work performed at that address, etc., even if no WAP money was used. Future CAP agency WAP Directors need to be able to check on weatherization work completed in dwellings, even when WAP money was not involved.
- b. The use of a separate BWP reimbursement request package/spreadsheet package supplied by NH Energy. All jobs with any BWP money invested must be submitted for reimbursement on the BWP set of forms. If a particular job also includes the use of any WAP money, then that job will have to be submitted for WAP reimbursement as well, using the WAP reimbursement request forms. Therefore, if a single weatherization job uses funds from two different weatherization funding sources managed by NH Energy, that job must be submitted to NH Energy twice in order for it to be reimbursed for the correct amount from each source.

Exhibit B

Page 3 of 4

Initials  Date 12/26/2021

Award #G-2201NHLIEA, CFDA #93.568

13. This agreement consists of the following documents: a completed P-37 form, and Exhibits A, B, C, D, E, F, G, H, I, and J. All exhibits are incorporated herein by reference as if fully set forth herein.

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**EXHIBIT C**

**PAYMENT TERMS**

In consideration of the satisfactory performance of the services set forth in Exhibit B, the State agrees to pay the Contractor, Tri-County Community Action Program, up to the total sum of:

\$273,900.00 (which hereinafter is referred to as the "Contracted Amount"), of which  
\$ 13,695.00 is the maximum to be spent on BWP related administrative costs,  
\$260,205.00 (the balance) to be spent on weatherization activities (Program Activity).

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to NH Energy. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. Contractor shall submit a payment request to NH Energy for each month of the contract period using the forms to be provided by NH Energy for that purpose. Payment requests from Contractor shall be received at NH Energy no later than the 15<sup>th</sup> day of each month or the first business day following the 15<sup>th</sup> day.

Administrative costs are provided in order to support a specified number of unit completions at minimal standards. Administrative funds may be pro-rated by NH Energy if production unit completions do not meet expected production goals.

NH Energy will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary to ensure the efficient and effective operation of the contract as long as these modified expenditures do not exceed the total "Contracted Amount" as specified above.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**STANDARD EXHIBIT D**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
US DEPARTMENT OF ENERGY  
US DEPARTMENT OF HOMELAND SECURITY**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, New Hampshire Department of Energy  
21 S. Fruit Street, Suite 10, Concord, NH 03301

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Exhibits D thru H

Page 1 of 7

Initials JK Date 12/20/92

Award # G-2201NHLIEA, CFDA #93.568

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
US DEPARTMENT OF ENERGY  
US DEPARTMENT OF HOMELAND SECURITY**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

30 Exchange Street  
Berlin, NH 03570

Check  if there are workplaces on file that are not identified here.

Tri-County Community Action Program Inc.

Contractor Name

January 1, 2022, to December 31, 2022

Period Covered by this Certification

Jeanne Robillard, Chief Executive Officer

Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

12/30/2021  
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES
US DEPARTMENT OF ENERGY
US DEPARTMENT OF HOMELAND SECURITY

Programs (indicate applicable program covered):

- Community Services Block Grant
Low-Income Home Energy Assistance Program
HRRP Program
BWP Program

Contract Period: January 1, 2022, to December 31, 2022

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Representative Signature: [Handwritten Signature]
Contractor's Representative Title: Jeanne Robillard, CEO

Contractor Name: Tri-County Community Action Program Inc.
Date: 12/20/2021



**NEW HAMPSHIRE DEPARTMENT OF ENERGY  
STANDARD EXHIBIT F**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

*Instructions for Certification*

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy (NH Energy) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when NH Energy determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the NH Energy to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NH Energy.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by NH Energy, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NH Energy may terminate this transaction for cause or default.

Exhibits D thru H

Page 4 of 7

Initials

Date

12/20/2001

Award # G-2201NHLIEA, CFDA #93.568

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions*

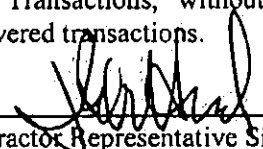
- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

*Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions  
(To Be Supplied to Lower Tier Participants)*

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 Contractor Representative Signature	Jeanne Robillard, CEO Contractor's Representative Title
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Tri-County Community Action Program Inc. Contractor Name	12/20/2021 Date
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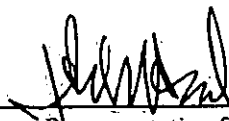
NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	
Contractor Representative Signature	Jeanne Robillard, CEO
	Contractor's Representative Title
Tri-County Community Action Program Inc.	12/20/2021
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

CERTIFICATION  
Public Law 103-227, Part C  
ENVIRONMENTAL TOBACCO SMOKE

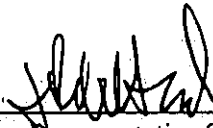
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Contractor Representative Signature

Jeanne Robillard, CEO

Contractor's Representative Title

Tri-County County Community Action Program Inc.

Contractor Name

12/20/2021

Date

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### STANDARD EXHIBIT I

#### U.S. DEPARTMENT OF ENERGY ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

##### OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

**Tri-County Community Action Program** (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

##### Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

##### Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

##### Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or

subclasses for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

### Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

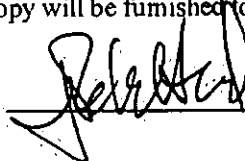
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Jeanne Robillard, CEO

Signature



Date

12/20/2021

Tri-County Community Action Program  
30 Exchange Street  
Berlin, NH 03570

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardes of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

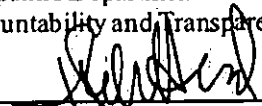
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the New Hampshire Department of Energy must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the New Hampshire Department of Energy and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
 (Contractor Representative Signature)

Jeanne Robillard, CEO  
 (Authorized Contractor Representative Name & Title)

Tri-County County Community Action Program.  
 (Contractor Name)

12/20/2021  
 (Date)

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073 975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



# State of New Hampshire

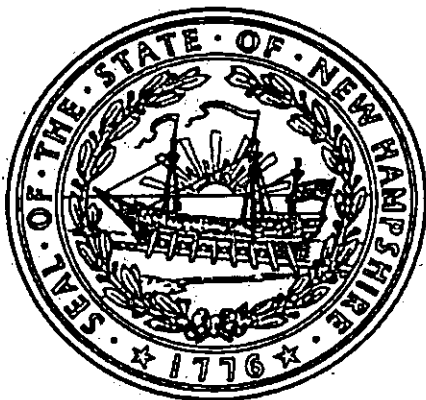
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0005362631



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTES**

(Corporate Authority)

I, Sandy Alonzo, Board Chair of Tri-County Community Action Program, Inc.  
(Name) (Corporation name)  
(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(State)

elected and acting Board Chair of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on 5/25/2021, such authority  
(Date)  
to be in force and effect until December 31, 2022.  
(Contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the  
Corporation any contract or other instrument for the sale of products and services:

Jeanne Robillard  
(Name)

Chief Executive Officer  
(Position)

Randall Pilotte  
(Name)

Chief Financial Officer  
(Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire  
(State of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded  
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the corporation this

20<sup>th</sup> day of December, 2021.

Sandy Alonzo  
Board Chair

STATE OF New Hampshire  
COUNTY OF Coos

On this 20<sup>th</sup> day of December, 2021, before me, Christina Morin the  
undersigned Officer, personally appeared Sandy Alonzo who acknowledged her/himself  
to be the Board Chair of Tri-County Community Action Program, Inc., a  
corporation and that she/he as such Board Chair being authorized to do so, executed the  
foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023

Christina Morin  
Notary Public/Justice of the Peace  
Commission Expiration Date: 12/19/2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

19FY21 Board Resolution: Resolution of the Corporation

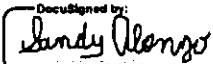
Authority to Sign

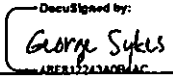
The Board of Directors of Tri County Community Action Program, Inc. (the "Corporation") takes the following action.

**Resolved,**

That the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO) Jeanne L. Robillard, or the Chief Financial Officer (CFO) Randall S. Pilote and Chief Programs Officer (CPO) Kristy Letendre acting as a designee of the CEO, are hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the corporation; this authorization being enforced and effective until June 30<sup>th</sup>, 2022.

Attest, the resolution adopted therein was duly authorized by the Board of Directors on May 25<sup>th</sup>, 2021

By:   
Name: Sandy Alonzo  
Title: Board Chair

By:   
Name: George Sykes  
Title: Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2021

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> Manch.certs@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570	<b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>NAIC #</b> 18058	<b>INSURER B:</b> Granite State Health Care and Human Services Self- <b>NAIC #</b> 524292
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 21-22 All lines

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2293454	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER			PHPK2293461	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB774416	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20210000428 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2293454	07/01/2021	07/01/2022	Each Occurrence 1,000,000 Aggregate 3,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Energy 21 South Fruit St, Sta. 10  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORTS**

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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To the Board of Directors of  
Tri-County Community Action Program, Inc. and Affiliate  
Berlin, New Hampshire

**INDEPENDENT AUDITORS' REPORT**

***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, the related consolidated statements of cash flows and functional expenses for the years then ended, the related consolidated statement of activities for the year ended June 30, 2020 and the related notes to the consolidated financial statements.

***Management's Responsibility for the Financial Statements***

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

***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2020 and 2019, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2019 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 21, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Other Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated 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 October 28, 2020, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

October 28, 2020  
North Conway, New Hampshire



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,257,081	\$ 1,400,750
Restricted cash, Guardianship Services Program	796,937	583,963
Accounts receivable	1,322,852	1,274,083
Property held for sale	47,000	47,000
Pledges receivable	307,017	231,161
Inventories	102,430	85,886
Prepaid expenses	<u>77,882</u>	<u>34,037</u>
Total current assets	<u>4,911,199</u>	<u>3,656,880</u>
<b>PROPERTY</b>		
Property and equipment	12,344,805	12,086,152
Less accumulated depreciation	<u>(5,601,944)</u>	<u>(5,178,535)</u>
Property, net	<u>6,742,861</u>	<u>6,907,617</u>
<b>OTHER ASSETS</b>		
Restricted cash	<u>384,711</u>	<u>418,936</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 12,038,771</u></b>	<b><u>\$ 10,983,433</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 437,843	\$ 148,449
Current portion of capital lease obligations	3,554	4,870
Accounts payable	180,427	221,571
Accrued compensated absences	243,779	204,079
Accrued salaries	49,059	210,952
Accrued expenses	137,304	89,524
Refundable advances	181,463	197,157
Other liabilities	<u>850,982</u>	<u>598,195</u>
Total current liabilities	<u>2,084,411</u>	<u>1,674,797</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	4,792,557	5,227,835
Capital lease obligations, net of current portion	<u>-</u>	<u>3,355</u>
Total liabilities	<u>6,876,968</u>	<u>6,905,987</u>
<b>NET ASSETS</b>		
Without donor restrictions	4,565,253	3,399,192
With donor restrictions	<u>596,550</u>	<u>678,254</u>
Total net assets	<u>5,161,803</u>	<u>4,077,446</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 12,038,771</u></b>	<b><u>\$ 10,983,433</u></b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2020**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
<b>REVENUES AND OTHER SUPPORT</b>				
Grants and contracts	\$ 14,425,841	\$ 483,472	\$ 14,909,313	\$ 14,475,114
Program funding	1,084,133	-	1,084,133	1,167,509
Utility programs	1,923,653	-	1,923,653	1,287,103
In-kind contributions	455,826	-	455,826	477,167
Contributions	326,215	-	326,215	230,986
Fundraising	32,544	-	32,544	39,303
Rental income	635,559	-	635,559	625,046
Interest income	923	-	923	643
Gain (loss) on disposal of property	2,225	-	2,225	(32,892)
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	4,378	-	4,378	196,364
	<u>18,891,298</u>	<u>483,472</u>	<u>19,374,770</u>	<u>18,210,851</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>565,176</u>	<u>(565,176)</u>	<u>-</u>	<u>-</u>
	<u>19,456,474</u>	<u>(81,704)</u>	<u>19,374,770</u>	<u>18,210,851</u>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	1,047,356	-	1,047,356	950,639
Head Start	2,769,065	-	2,769,065	2,758,782
Guardianship	769,597	-	769,597	767,241
Transportation	991,504	-	991,504	916,089
Volunteer	94,845	-	94,845	118,408
Workforce Development	346,114	-	346,114	354,263
Carroll County Dental	653,810	-	653,810	747,474
Support Center	558,244	-	558,244	355,206
Homeless	800,148	-	800,148	714,066
Energy and Community Development	7,824,201	-	7,824,201	7,788,560
Elder	1,149,136	-	1,149,136	1,191,571
Housing Services	220,900	-	220,900	172,852
	<u>17,224,920</u>	<u>-</u>	<u>17,224,920</u>	<u>16,835,151</u>
Supporting Activities:				
General and administrative	1,062,613	-	1,062,613	1,032,207
Fundraising	2,880	-	2,880	9,895
	<u>1,065,493</u>	<u>-</u>	<u>1,065,493</u>	<u>1,042,102</u>
<b>Total functional expenses</b>	<u>18,290,413</u>	<u>-</u>	<u>18,290,413</u>	<u>17,877,253</u>
<b>CHANGE IN NET ASSETS</b>	1,166,061	(81,704)	1,084,357	333,598
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,399,192</u>	<u>678,254</u>	<u>4,077,446</u>	<u>3,743,848</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 4,565,253</u>	<u>\$ 596,550</u>	<u>\$ 5,161,803</u>	<u>\$ 4,077,446</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 1,084,357	\$ 333,598
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	436,197	448,556
(Gain) loss on disposal of property	(2,225)	32,892
Loss on write down of property held for sale	-	255,492
(Increase) decrease in assets:		
Accounts receivable	(48,769)	(117,426)
Pledges receivable	(75,856)	(18,954)
Inventories	(16,544)	1,683
Prepaid expenses	(43,845)	(8,397)
Increase (decrease) in liabilities:		
Accounts payable	(41,144)	(15,705)
Accrued compensated absences	39,700	958
Accrued salaries	(161,893)	23,444
Accrued expenses	47,780	(42,364)
Refundable advances	(15,694)	6,088
Other liabilities	252,787	211,027
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>1,454,851</u>	<u>1,110,892</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	4,495	14,283
Purchases of property and equipment	<u>(273,711)</u>	<u>(95,588)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(269,216)</u>	<u>(81,305)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net repayment on demand note payable	-	(516,022)
Repayment on long-term debt	(145,884)	(141,273)
Repayment on capital lease obligations	<u>(4,671)</u>	<u>(4,446)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(150,555)</u>	<u>(661,741)</u>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	1,035,080	367,846
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>2,403,649</u>	<u>2,035,803</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 3,438,729</u>	<u>\$ 2,403,649</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 131,879</u>	<u>\$ 152,078</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Property donated	<u>\$ -</u>	<u>\$ 18,830</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020

	Agency Funds	Head Start	Client/Outreach	Job/Association	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	\$ 238,943	\$ 1,437,343	\$ 605,953	\$ 468,819	\$ 57,328	\$ 199,867	\$ 253,488	\$ 297,374	\$ 374,238	\$ 1,141,718	\$ 498,173	\$ 17,820	\$ 5,432,474	\$ 848,437	\$ -	\$ 6,130,811
Payroll taxes and benefits	71,944	393,287	136,964	86,565	16,861	59,058	64,863	73,617	87,268	320,870	118,173	-	1,481,804	108,032	-	1,821,258
Assistance to clients	84,833	73	-	80,787	-	8,841	-	85,595	182,974	5,884,178	-	-	6,131,278	-	-	6,131,278
Consumable supplies	23,124	181,459	9,840	6,856	2,392	2,113	34,993	4,798	5,541	368,068	333,333	845	873,501	10,768	-	894,030
Space costs and rentals	7,487	180,083	40,811	15,228	4,151	62,790	-	8,578	25,016	128,812	52,347	-	823,175	70,853	-	938,487
Depreciation expense	159,309	61,671	-	50,182	-	-	43,880	12,070	-	34,263	3,453	67,349	435,310	3,157	-	458,826
In-kind expended	-	273,892	-	69,817	8,729	-	-	37,759	57,179	-	11,250	-	455,876	-	-	455,876
Consultants and contractors	2,206	9,412	3,848	-	-	-	198,772	-	-	325	10,448	-	234,009	13,749	-	247,758
Utilities	151,798	34,798	18,037	18,499	1,335	6,888	19,474	25,984	23,388	42,516	23,050	23,303	373,161	6,903	-	380,064
Travel and meetings	347	86,974	20,038	54,022	284	5,938	1,878	8,423	14,740	22,171	20,927	825	214,348	18,804	-	231,152
Other direct program costs	43,842	52,207	1,745	17,598	2,982	200	1,749	678	3,825	30,981	44,343	58,950	281,110	4,581	2,880	288,551
Fiscal and administrative	18,635	2,041	24,589	800	1,045	220	8,938	2,499	2,550	29,497	4,823	8,013	102,732	78,036	-	180,768
Building and grounds maintenance	81,083	27,273	110	5,183	-	-	8,924	8,557	4,657	731	2,253	18,843	188,218	-	-	188,218
Interest expense	107,855	280	525	71	8	-	21,942	102	-	1,803	-	-	132,788	531	-	133,319
Vehicle expense	5,445	-	-	95,088	-	-	-	-	-	78,863	-	-	181,178	-	-	181,178
Insurance	47,078	7,358	484	2,112	1,153	-	1,208	2,708	3,224	8,840	-	3,820	77,764	31,974	-	109,738
Maintenance of equipment and rental	5,737	51,006	5,772	1,849	537	-	5,541	1,822	115	13,770	12,856	20,150	120,479	9,181	-	129,660
Fixed fees	1,330	-	-	-	-	-	1,585	-	1,868	1,808	1,808	-	7,874	7	-	7,881
<b>Total Direct Expenses</b>	<b>1,047,936</b>	<b>2,789,065</b>	<b>789,587</b>	<b>881,504</b>	<b>84,845</b>	<b>348,114</b>	<b>633,810</b>	<b>558,244</b>	<b>800,148</b>	<b>7,824,201</b>	<b>1,149,138</b>	<b>220,900</b>	<b>17,224,920</b>	<b>1,082,613</b>	<b>2,880</b>	<b>18,280,413</b>
Indirect Expenses																
Indirect costs	89,080	251,005	80,838	29,181	8,234	31,873	88,582	46,881	58,383	213,903	118,049	-	1,082,613	(1,082,613)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 1,146,446</b>	<b>\$ 3,020,070</b>	<b>\$ 849,933</b>	<b>\$ 1,060,885</b>	<b>\$ 104,079</b>	<b>\$ 378,088</b>	<b>\$ 720,372</b>	<b>\$ 605,125</b>	<b>\$ 859,441</b>	<b>\$ 8,037,104</b>	<b>\$ 1,265,187</b>	<b>\$ 220,900</b>	<b>\$ 18,287,533</b>	<b>\$ -</b>	<b>\$ 2,880</b>	<b>\$ 18,290,413</b>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2019

	Agency Fund	Head Start	Quartermaster	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	\$ 199,241	\$ 1,386,722	\$ 803,554	\$ 430,227	\$ 57,828	\$ 208,956	\$ 377,023	\$ 205,183	\$ 369,232	\$ 1,197,800	\$ 463,573	\$ 13,888	\$ 5,482,308	\$ 285,457	\$ -	\$ 6,058,782
Payroll taxes and benefits	49,259	395,213	132,852	92,258	18,428	57,869	88,778	39,804	81,040	339,187	120,238	-	1,413,250	163,274	-	1,578,524
Assistance to clients	22,359	-	-	-	-	710	-	13,831	154,880	5,984,754	-	-	5,788,314	-	-	5,788,314
Consumable supplies	3,403	165,083	8,922	4,547	1,630	1,870	44,374	4,865	8,878	289,487	310,785	2,878	848,305	11,438	-	857,741
Space costs and rentals	7,828	174,501	35,958	14,568	4,568	62,834	1,433	2,538	26,717	134,282	55,715	-	323,719	88,588	-	592,287
Depreciation expense	189,653	99,684	-	67,574	-	-	42,753	-	10,827	2,113	24,977	2,899	67,389	3,157	-	450,828
In-kind expended	-	321,083	-	53,823	27,450	-	-	13,030	18,435	-	45,581	-	477,187	-	-	477,187
Consultants and contractors	20,400	32,828	2,312	524	-	-	129,464	-	-	1,112	35,878	-	222,318	18,029	-	238,347
Utilities	188,297	25,312	17,591	18,843	1,287	8,252	10,138	25,905	21,881	32,877	24,372	25,181	378,638	5,708	-	384,344
Travel and meetings	11,024	83,708	32,383	84,821	1,146	15,024	1,827	11,188	18,214	10,358	29,482	642	297,807	20,788	-	318,398
Other direct program costs	2,535	24,813	900	18,084	4,782	25	1,584	2,557	2,103	23,928	55,591	24,224	157,898	8,225	9,895	178,818
Fiscal and administrative	18,817	3,031	24,823	1,757	1,217	210	8,458	2,167	2,119	27,972	5,838	8,731	103,147	84,740	-	187,887
Building and grounds maintenance	83,968	37,801	151	2,658	-	100	2,837	12,638	6,508	410	2,853	19,284	178,348	30	-	178,378
Interest expense	117,585	345	1,258	175	-	-	29,821	-	22	3,807	82	-	152,965	833	-	153,798
Vehicle expense	2,747	-	-	103,380	-	-	-	10	40	81,808	-	-	189,865	-	-	189,865
Insurance	38,671	8,807	573	2,804	834	-	2,428	3,340	3,977	5,788	-	3,918	88,018	30,772	-	119,788
Maintenance of equipment and rental	362	38,891	3,288	785	1,084	493	5,524	7,823	551	11,285	7,454	5,331	83,808	12,847	-	86,556
Fixed fees	8,265	-	-	-	-	-	1,153	-	2,068	890	1,471	-	13,817	422	-	14,239
<b>Total Direct Expenses</b>	<b>850,639</b>	<b>2,758,782</b>	<b>787,241</b>	<b>918,089</b>	<b>118,408</b>	<b>354,203</b>	<b>747,474</b>	<b>355,208</b>	<b>714,068</b>	<b>7,788,660</b>	<b>1,181,571</b>	<b>172,852</b>	<b>16,835,151</b>	<b>1,032,207</b>	<b>9,895</b>	<b>17,877,253</b>
Indirect Expenses																
Indirect costs	86,348	241,157	77,872	83,262	8,286	32,348	73,753	33,881	55,864	214,251	114,307	-	1,032,207	(1,032,207)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 1,046,987</b>	<b>\$ 2,999,939</b>	<b>\$ 865,113</b>	<b>\$ 999,351</b>	<b>\$ 126,694</b>	<b>\$ 386,551</b>	<b>\$ 821,227</b>	<b>\$ 389,089</b>	<b>\$ 769,932</b>	<b>\$ 8,002,911</b>	<b>\$ 1,295,878</b>	<b>\$ 172,852</b>	<b>\$ 17,867,358</b>	<b>\$ -</b>	<b>\$ 9,895</b>	<b>\$ 17,877,253</b>

See Notes to Consolidated Financial Statements

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

#### **NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

##### **Nature of activities**

The Organization's programs consist of the following:

##### **Agency**

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

##### **Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

#### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 413 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

#### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

#### **Volunteer**

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 27,955 hours yearly.

#### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

#### **Carroll County Dental**

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

#### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

#### **Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.



### **Low-Income Weatherization**

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

### **Elder**

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Housing Services**

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program 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 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

### **Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

***Net assets without donor restrictions*** include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

***Net assets with donor restrictions*** include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of \$596,550 and \$678,254 at June 30, 2020 and 2019, respectively. See **Note 13**.

### **Contributions**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

**Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

**Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$181,463 and \$197,157 as of June 30, 2020 and 2019, respectively.

### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2016.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

### **Retirement plan**

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2020 and 2019, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

#### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

#### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2020 and 2019.

As of June 30, 2020 and 2019, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$307,017 and \$231,161, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2019, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2019 was 10.4%. The actual rate for the year ended June 30, 2020 was approximately 10.82%, which is allowable because it is less than the provisional rate.

#### **Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2020 and 2019 was \$25,483 and \$11,698, respectively.

#### **Debt Issuance Costs**

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs*." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2020 and 2019.

#### **New Accounting Pronouncement**

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (230): Restricted Cash (ASU 2016-18). The amendments address diversity in practice that exists in the classification and presentation of changes in restricted cash on the statement of cash flows. The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. As a result, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 is effective for the Organization's fiscal year ending June 30, 2020 and has been applied retrospectively to all periods presented.

During the year ended June 30, 2020, the Organization adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

**Other Matters**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

**NOTE 2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Financial assets at year-end:		
Cash and cash equivalents, undesignated	\$ 2,257,081	\$ 1,400,750
Accounts receivable	1,322,852	1,274,083
Pledges receivable	<u>307,017</u>	<u>231,161</u>
Total financial assets	<u>3,886,950</u>	<u>2,905,994</u>



Less amounts not available to be used within one year:		
Net assets with donor restrictions	596,550	678,254
Less net assets with time restrictions to be met in less than a year	<u>(410,015)</u>	<u>(565,176)</u>
Amounts not available within one year	<u>186,535</u>	<u>113,078</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,700,415</u>	<u>\$ 2,792,916</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$2,860,000 and \$2,786,000 respectively, at June 30, 2020 and 2019.

**NOTE 3. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2020 and 2019, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2020 and 2019, there was approximately \$2,653,000 and \$1,750,000, respectively, of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2020</u>	<u>2019</u>
Cash, operations	\$ 2,257,081	\$ 1,400,750
Restricted cash, current	796,937	583,963
Restricted cash, long term	<u>384,711</u>	<u>418,936</u>
Total cash and restricted cash	<u>\$ 3,438,729</u>	<u>\$2,403,649</u>

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note 7. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2020 and 2019 was \$20,040 and \$20,010, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2020 and 2019. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in Note 7). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2020 and 2019 was \$174,626 and \$174,451, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2020 and 2019 was \$796,937 and \$583,963, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2020 and 2019 was \$796,937 and \$583,963, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

At June 30, 2019, the Organization had \$45,198 in restricted cash relating to the property that is held for sale at year end. This was donated to another non-profit Organization during the year ended June 30, 2020.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2020 and 2019 was \$190,045 and \$179,277, respectively. See Note 15.

**NOTE 4. INVENTORY**

In 2020 and 2019, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2020 and 2019, consists of weatherization materials totaling \$102,430 and \$85,886, respectively.

**NOTE 5. ACCRUED EARNED TIME**

For the years ending June 30, 2020 and 2019, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2020 and 2019, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$243,779 and \$204,079, respectively.

**NOTE 6. PROPERTY**

Property consists of the following at June 30, 2020:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,810,288	\$ 3,753,302	\$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction in progress	4,727	-	4,727
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,344,805</u>	<u>\$ 5,601,944</u>	<u>\$ 6,742,861</u>

Property consists of the following at June 30, 2019:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,709,749	\$ 3,469,618	\$ 6,240,131
Equipment	1,950,063	1,708,917	241,146
Construction in progress	2,500	-	2,500
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,086,152</u>	<u>\$ 5,178,535</u>	<u>\$ 6,907,617</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2020 and 2019 totaled \$435,310 and \$447,669, respectively.

The Organization has property held for sale at June 30, 2020 and 2019 amounting to \$47,000, which is classified as a current asset in the accompanying consolidated statements of financial position. The total loss on the write down to market value of this property was \$255,492 in 2019.

**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 110,824	\$ 124,867
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	307,719	328,896
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021.	4,478	9,618
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	4,228	7,642
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	3,948	7,385
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	705	2,331
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	7,294	9,739
Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. Final balloon payment is due in March 2023.	387,227	395,429

	<u>2020</u>	<u>2019</u>
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,547,308	2,634,595
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	5,241,331	5,388,102
Unamortized deferred financing costs	<u>(10,931)</u>	<u>(11,818)</u>
Total long term debt	5,230,400	5,376,284
Less current portion due within one year	<u>(437,843)</u>	<u>(148,449)</u>
	<u>\$ 4,792,557</u>	<u>\$ 5,227,835</u>

The scheduled maturities of long-term debt as of June 30, 2020 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2021	\$ 437,843
2022	123,107
2023	485,399
2024	118,243
2025	122,486
Thereafter	<u>3,954,253</u>
	<u>\$ 5,241,331</u>

As described at Note 3, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

**NOTE 8. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2020 and 2019, consisted of the following:

	<u>2020</u>	<u>2019</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 1,213	\$ 3,291
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	944	2,261
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.	<u>1,397</u>	<u>2,673</u>
	3,554	8,225
Less current portion	<u>(3,554)</u>	<u>(4,870)</u>
	<u>\$ -</u>	<u>\$ 3,355</u>

The scheduled maturities of capital lease obligations as of June 30, 2020 were as follows:

<u>Year ending</u> <u>June 30</u>	<u>Amount</u>
2021	<u>\$ 3,554</u>

**NOTE 9. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2020 and 2019. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. The Organization was not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit was paid off in full during the year ended June 30, 2019.

**NOTE 10. OPERATING LEASES**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2020 and 2019, the annual rent expense for leased facilities totaled \$181,004 and \$181,127, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2020, are as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2021	\$ 127,803
2022	<u>7,321</u>
	<u>\$ 135,124</u>

**NOTE 11. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in Note 1. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 12. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2020 and 2019, approximately \$14,380,020 (74%) and \$13,951,828 (77%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2020 and 2019, approximately 68% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Temporary Municipal Funding	\$ 307,017	\$ 231,161
FAP	102,998	117,470
Restricted Buildings	85,713	87,541
DOE	46,287	-
FAP/EAP	24,350	11,290
Loans - HSGP	22,029	19,907
RSVP Program Funds	5,887	7,056
Donations to Maple Fund	1,571	1,571
RSVP – Matter to Balance	500	-
Loans - HHARLF	104	-



BWP/HRRP Program	94	-
10 Bricks Shelter Funds	-	142,190
Support Center	-	25,939
Weatherization	-	25,000
Senior Meals	-	5,130
Head Start	-	<u>3,999</u>
Total net assets with donor restrictions	<u>\$ 596,550</u>	<u>\$ 678,254</u>

**NOTE 14. COMMITMENTS AND CONTINGENCIES**

**Grant Compliance**

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**Loss Contingencies**

During the year ended June 30, 2018, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2020, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

**NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS**

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$155,278 and \$129,407 were held in a segregated account at June 30, 2020 and 2019, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$31,049 and \$46,514 were held in a segregated account for the years ended June 30, 2020 and 2019, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

In accordance with the policy noted above, subsequent to year end the Organization was required to remit funds to HUD totaling \$31,412. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment.

**NOTE 16. RECLASSIFICATION**

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

**NOTE 17. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 28, 2020, the date the financial statements were available to be issued.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2020**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Health and Human Services</b>				
Head Start	93.600		01CH10000-05-00	\$ 1,595,937
Head Start	93.600		01CH10000-06-00	1,042,272
			TOTAL	<u>2,638,209</u>
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA	120,562
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA	5,404,284
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-19B1NHLIEA 1056420	84,885
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA 1056420	246,833
			TOTAL	<u>5,856,564</u>
<b>AGING CLUSTER</b>				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANH355	7,247
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	122,681
			TOTAL	<u>129,928</u>
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	279,797
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	95,471
			CLUSTER TOTAL	<u>505,196</u>
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	<u>681,308</u>
<b>TANF CLUSTER</b>				
Temporary Assistance for Needy Families (NHFP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	18-DHHS-BWW-CSP-05	318,992
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
			CLUSTER TOTAL	<u>343,792</u>
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	<u>8,495</u>
Social Services Block Grant (Title XX I&R)	93.867	State of New Hampshire Department of Health and Human Services	545-500387	111,186
Social Services Block Grant (Title XX HD)	93.867	State of New Hampshire Department of Health and Human Services	544-500386	84,819
Social Services Block Grant (Guardianship)	93.867	State of New Hampshire Department of Health and Human Services	102-500731	13,695
			TOTAL	<u>209,710</u>
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRDV	<u>53,401</u>
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	SVP	<u>2,602</u>
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	05-95-42-423010-7926	<u>59,029</u>
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	State of New Hampshire Department of Health and Human Services		<u>20,000</u>
Total U.S. Department of Health and Human Services				<u>\$ 10,378,306</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u> Weatherization Assistance for Low-income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	EE0007935	\$ <u>485,349</u>
Total U.S. Department of Energy				\$ <u>485,349</u>
<u>U.S. Corporation for National and Community Service</u> Retired and Senior Volunteer Program	94.002		19SRANH001	\$ <u>76,072</u>
Total U.S. Corporation for National and Community Service				\$ <u>76,072</u>
<u>U.S. Department of Agriculture</u> Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	\$ <u>159,225</u>
Total U.S. Department of Agriculture				\$ <u>159,225</u>
<u>U.S. Department of Homeland Security</u> Emergency Food & Shelter Program (FEMA)	97.024			\$ <u>29,388</u>
Emergency Management Performance Grants (FEMA)	97.042	State of New Hampshire Department of Safety	EMB-2017-EP-00005-S01	<u>43,082</u>
Total U.S. Department of Homeland Security				\$ <u>72,470</u>
<u>U.S. Department of Justice</u> Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	\$ <u>224,910</u>
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2018-KF-AX-0043	<u>16,306</u>
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	<u>61,303</u>
Total U.S. Department of Justice				\$ <u>302,519</u>
<u>U.S. Department of Transportation</u> Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	\$ <u>515,335</u>
TRANSIT SERVICES PROGRAMS CLUSTER Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-85-X006	<u>18,034</u>
			CLUSTER TOTAL	<u>18,034</u>
Total U.S. Department of Transportation				\$ <u>533,369</u>
<u>U.S. Department of Housing and Urban Development</u> Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ <u>100,862</u>
Continuum of Care Program (HOIP)	14.287	State of New Hampshire Department of Health and Human Services	85-2019-BFH-01-Coord-4	<u>182,878</u>
Continuum of Care Program (HOIP)	14.287	State of New Hampshire Department of Health and Human Services	NH0020L1T1108	<u>72,548</u>
			TOTAL	<u>255,424</u>
Total U.S. Department of Housing and Urban Development				\$ <u>356,085</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Labor</b>				
<b>WIA/WIOA CLUSTER</b>				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2018-0004	\$ 38,748
WIA/WIOA Dislocated Worker Formula Grants	17.276	Southern New Hampshire Services, Inc.	2018-0004	22,212
Total U.S. Department of Labor			<b>CLUSTER TOTAL</b>	<b>\$ 60,960</b>
<b>U.S. Department of the Treasury</b>				
<b>Coronavirus Relief Fund</b>				
Coronavirus Relief Fund	21.019	State of NH Department of HHS, Division of LT Supports and Services		\$ 89,460
Coronavirus Relief Fund	21.019	Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		35,400
Total U.S. Department of the Treasury				<b>\$ 124,920</b>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<b>\$ 12,529,278</b>
<b>NON-FEDERAL</b>				
New Hampshire Public Utilities Company - Home Energy Assistance				<b>\$ 1,639,855</b>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2020. 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 Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE C - INDIRECT RATE**

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

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

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, 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 Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, 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 October 28, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'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 have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

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

*Leone McDonnell & Roberts  
Professional Association*

October 28, 2020  
North Conway, New Hampshire

**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

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

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2020. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.



**Opinion on Each Major Federal Program**

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

**Report on Internal Control over Compliance**

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

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

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

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

*Seane McDonnell & Roberts  
Professional Association*

October 28, 2020  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *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*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568
  - U.S. Dept. of Health & Human Services, CSBG – CFDA #93.569
  - New Hampshire Public Utilities Company, Home Energy Assistance (non-Federal)
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



# TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

*Helping People. Changing Lives.*

## Board of Directors

FY2022

### Coos County

Board Chair

Sandy Alonzo

Business

Brian Hoffman

Business

### Carroll County

Charles Monaghan

Business

### Grafton County

Linda Massimilla

Elected Official

Ruth Heintz

Business

Richard Mcleod

Low Income

Treasurer

George Sykes

Elected Official

Tri-County Community Action Program, Inc.

Key Personnel

BWP22 Contract

Name	Job Title	Salary	% Salary paid from contract	Amount paid from contract
Jeanne Robillard	Chief Executive Officer	\$132,000	0%	0
Randall Pilotte	Chief Financial Officer	\$85,000	0%	0
Kristy Letendre	Chief Programs Officer	\$80,000	0%	0
Gerald Millikin	Department Head	\$55,000	0%	0
Nathan Mills	Weatherization Director	\$50,000.68	20%	\$15,000.20
Dennis Downs	Production Supervisor	\$52,000	15%	\$7,800
Jessica Young	Program Supervisor	\$35,360	30%	\$10,608
Samantha Roy	Home Heating and Repair Replacement Coordinator	\$33,280	100%	\$33,280

# Jeanne L. Robillard

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## **CORE STRENGTHS**

Program development, management and administration • Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management • Budget performance and financial reporting  
Innovative solutions & problem solving • Capacity building  
Professional presentations • Public speaking  
Dedication • Imagination • Determination • Fortitude

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## **PROFESSIONAL EXPERIENCE**

**Tri-County Community Action Programs, Inc.**  
**Chief Executive Officer**  
**Berlin, NH 2018 - current FT employment**

**Tri-County Community Action Programs, Inc.**  
**Chief Operating Officer**  
**Berlin, NH 2016 - 2018**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

**Tri-County Community Action Programs, Inc.**  
**Division Director: TCCAP Prevention Services**  
**Berlin, NH 2015- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

**Tri-County Community Action Programs, Inc.**  
**Program/Division Director: Support Center at Burch House**  
**Littleton, New Hampshire 2007- 2013**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

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**Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**

**Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**

**Direct Services/Volunteer Coordinator: Support Center at Burch House**

**Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program**

**Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter**

**Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

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**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**

Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)**

**Southern Connecticut Community College, New Haven, CT**

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**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem *Twice Elected 2006-2010*
- ◆ Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council *1998-2003*
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- ◆ Bethlehem Planning Board *2010 - 2015*
- ◆ Bethlehem Conservation Commission *2006 - current*
- ◆ Granite United Way, North Country Cabinet Member *2011-2012*
- ◆ TCCAP: Commendation- Division Director Award, *2011*
- ◆ Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- ◆ Licensed Foster Parent, State of NH *2000-2006*
- ◆ Small Business Owner : Aurora Energies *2015- current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*

# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

## EXPERIENCE

### TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

#### **CFO (2017 – Present)**

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAP's divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

#### **Fiscal Director/Interim CFO (2016 – 2017)**

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

#### **Accounting Manager (2015-2016)**

#### **Sr. Accountant (2013-2014)**

#### **RANDALL PILOTTE RESUME:**

### KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH

03/1989-09/2010

**Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor (1994-1999)****Accountant (1989-1994)**

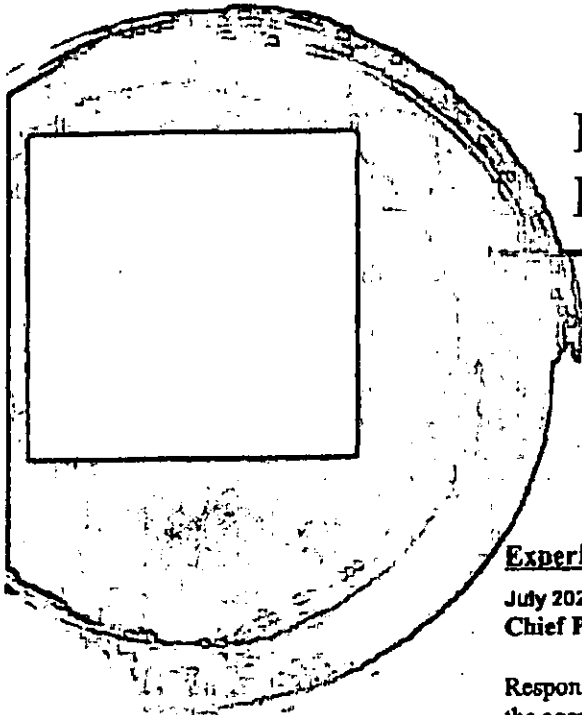
NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

**Associate Results Accountant (1988-1989)****Accounts Payable (1987-1988)****E D U C A T I O N**

Bachelor of Science; Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH





## Kristy Letendre

"If human beings are perceived as potentials rather than problems, as possessing strengths instead of weaknesses, as unlimited rather than dull and unresponsive, then they thrive and grow to their capabilities."

-Barbara Bush

### Experience

July 2020–Present  
Chief Programs Officer • TCCAP, Inc

Responsible to provide leadership, supervision, oversight, and management of the agency's programs and services directly or through a program director or manager as well as works with the Chief Executive Officer to develop future business for the agency. Responsible to ensure that all programs and services comply with national program standards and state / federal governing laws and requirements.

May 2019–Present  
Division Director • TCCAP, Inc- Prevention

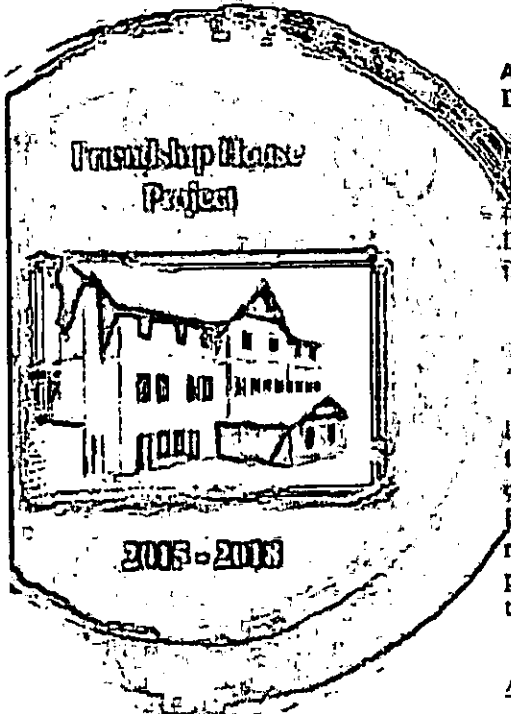
Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Prevention Services which include Guardianship Services; Homeless Programs, including Tyler Blain Homeless Shelter, and Advocacy and Support Services for Victims of Domestic Violence and Sexual Assault, including Emergency Shelter Services at the Support Center at Burch House

Sept 2018–Present  
Division Operations Coordinator • TCCAP, Inc- Prevention

Responsible for monitoring compliance of grant deliverables and legal / ethical integrity of programs and services offered throughout the Division. Responsible to compile and analyze division data; reporting trends and outcomes to Sr. management and local stakeholders. Responsible to develop, review, and update program written policy, procedures, and work flows. Responsible for program development and oversight.

May 2017–August 2018  
North Country SUD Continuum of Care Facilitator / Lead Transition Coordinator • North Country Health Consortium

COCF: The North Country Region's designated state liaison responsible to work with regional key stakeholders to conduct comprehensive assets and gaps analysis; reporting back findings to NH DHS and facilitate the development of a comprehensive plan aimed to create a robust, effective, and well-coordinated Continuum of Care (CoC).



April 2014–May 2017  
 Division Director • TCCAP, Inc- Clinical Services

Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Clinical Services including the Division of Alcohol and other Drug Services, Friendship House; the region's 32- bed Residential Treatment Facility and the Tamworth Dental Center Practice.

April 2014  
 Associate Division Director • TCCAP, Inc- Division of Alcohol and Drugs

In conjunction with the Division Director, responsible to provide joint Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under the Division of Alcohol and other Drug Services, including Friendship House, the region's 32- bed Residential Treatment facility, the out-patient SUD treatment practice with 6 satellite sites throughout the 3 counties in the North Country and the Impaired Driver Care Management Program.

Accomplishments

Friendship House New Construction-Bethlehem, NH-\$5.2 MIL - 2015-2018

17,588-sq ft, 32-Bed Residential Substance Use Disorder Treatment Facility

- Submission of state and federal grant applications resulting in \$2.7 MIL in awards & executed a grass roots advocacy campaign securing the remaining \$2.5 MIL in anonymous donations
- Issued all final project approvals on the design, project development, construction, submission of permit applications and town zoning requirements, and licensure and compliance standards.

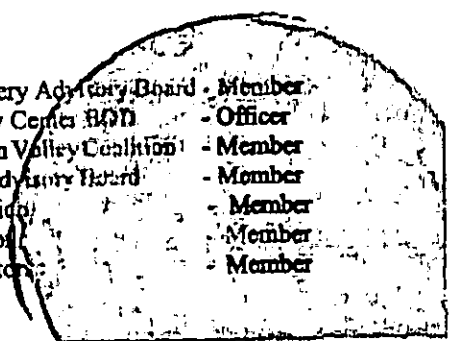
Implemented New Reimbursement System, 2015

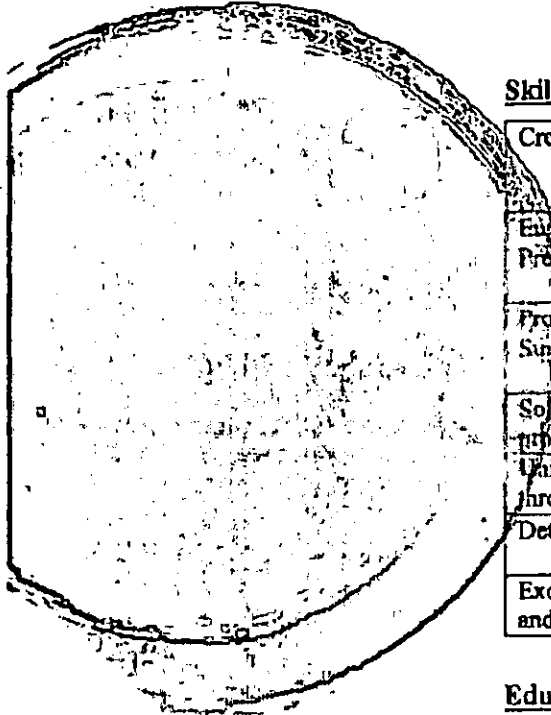
- Eliminated the Division's dependence on grant funding by successfully procuring contracts and credentialing with NH Medicaid, MCO's, and Commercial insurance companies creating eligibility to submit claims on a fee-for-service basis stabilizing revenue and enhancing rates for service.
- Successfully negotiated a contract amendment with DHHS to expand billable services to include Outpatient and Intensive Outpatient services resulting in an increase to from \$1.8 MIL to \$2.5MIL.

Expert Panelist - Guidance Document on Best Practices: Community-Based MAT for Opioid Use Disorders in New Hampshire, First Edition, 2016

Civic Involvement

- |                |  |           |
|----------------|--|-----------|
| 2019 - Present | MWV Supports Recovery Advisory Board   | - Member  |
| 2017 - Present | North Country Serenity Center BOD      | - Officer |
| 2016 - Present | Stand-Up Androscoggin Valley Coalition | - Member  |
| 2016 - 2018    | Project Aware, BHS, Advisory Board     | - Member  |
| 2017 - Present | Littleton ATOD Coalition               | - Member  |
| 2018 - Present | Lancaster Area Coalition               | - Member  |
| 2016 - 2017    | NHC Board of Directors                 | - Member  |





### Skills

Creative flair	Good sense of humor	Excellent written and oral communication skills
Engaging Community Presenter	Cultural intelligence	Well-informed in policy and procedure development
Proficient in Office Suite	Versatile and adaptable	Proficient in budget development and management
Solution focused problem resolution	Computer and technology adept	Lateral thinking and logical reasoning
Unique leadership through empowerment	Knowledgeable grant writer	Innovative
Detail oriented	Creative strategic planner	Experienced non-profit management
Excellent Community and political relations	Advocacy	Approachable, relatable, and relevant

### Education

Plymouth State University, Plymouth NH.

2017-In Progress Business Administration

Coursework: accounting, economics, finance, management, marketing theories and practices of business ethics and social responsibility, quantitative skills to analyze.

White Mountains Community College, Berlin NH.

2015-2017 Business Administration

Coursework: management, accounting, finance, strategy, economics, statistics, marketing, operations/project management, entrepreneurship, and computer applications. Completed requirements of the first two years of a four-year business administration degree, AS-equivalent, 4.0 GPA

White Mountains Community College, Berlin NH.

2011 Leadership North Country

Coursework: The program selects a diverse group aspiring leaders in northern New Hampshire through a competitive nomination and application process. Candidates participate in a 9-month program focused on education, arts and culture, leadership and civil engagement, travel and tourism, and government and politics.

### References

Available upon request



**Gerald F. Milliken, Jr.**

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**Executive Summary:**

Enthusiastic, dedicated and hardworking professional, offering over 20 years of broad-based experience in Project Direction, policy and procedural development, training & development, budget administration and business operations within fast-paced environment.

**Experience:**

**Tri-County Community Action Program, Inc.  
Department Head: Weatherization & Facilities Operations**

Berlin, NH  
7-1-2020 to present

Design and Operational guidance of Weatherization Programs and the Agencies Facilities Department. Observe, analyze, and offer suggestions on current operations. Establishing professional relationships with clients, staff, and other stakeholders. Maintaining relationships with clients and finding creative ways to expand the programs effectiveness.

**Tri-County Community Action Program, Inc.  
Program Manager / Director: Weatherization & Employment Programs**

Berlin, NH  
4-1-13 to 6-31-2020

Provide leadership and oversight to program's operations, budgets and reporting; -  
Coordinate and integrate programs' activities.  
Hire, supervise and manage staff, including in-house and itinerant employees.  
Prepare grants and proposals.  
Develop, prepare and implement program budgets, narratives.  
Review and reconcile program financial reports for reimbursement.  
Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability  
Develop new programs and funding streams as appropriate.

**Tri-County Community Action Program, Inc.  
Crew Chief/ State Certified Energy Auditor Berlin, NH 5-1-05 to 4-1-15**

**Northern Express Eatery, Inc.** North Conway, NH  
**President / General Manager** 11-1-2002 to 5-15-2005  
Estimated food and beverage costs, requisitioning and purchasing supplies  
Assisted subordinates in identifying and resolving problems.  
Conferred with food preparation and other personnel to plan menus and related activities.  
Directed hiring and assignment of personnel.  
Investigated and resolved food quality and service complaints.  
Maintained all records and produced reports.  
Executed daily operations of restaurant management.

**Hatfield-Reynolds Electric an IES, Inc. Company** Phoenix, AZ  
**Project Manager** 5-15-2000 to 10-30-2002  
Applied knowledge of the construction trade in the daily operation of duties.  
Reviewed project proposals to determine time frame, funding limitations, procedures for Accomplishing project, staffing requirements and allotment of available resources to various phases of projects.

**ISO Enterprises, Inc.** Lake Havasu City, AZ  
**President / General Manager** 6-1-1994 to 5-15-2000  
Purchased ARTISAN ELECTRIC, INC. and changed the name.  
Contracted to perform specified construction work across the state of Arizona in accordance with architect's plans, blueprints, codes and other specifications.  
Estimated costs of materials, labor and use of equipment required to fulfill provisions of contract and prepared bids.  
Conferred with clients to negotiate terms of contract.  
Assisted subordinates in identifying and resolving problems.  
Demonstrated effective presentation skills.

**Education:**

NHTI  
Associates Degree in Electronic Technology  
Theory

Concord  
1985

LRCC  
Electrical Systems Installation & Maintenance,  
Required for Journeymen electrical testing and State  
Licenses.

Laconia  
1988

**Additional Training:**

8 CUE training course for Grant writing for non- profits. To enhance my position on the board of at Children Unlimited, Inc.

Successfully completed GE's prestigious "SIX SIGMA" management course in 2001  
While Employed with

Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ.

Successfully completed training courses and seminars for, lead safe work practices,  
asbestos awareness, OSHA 30, CPR, electrical code updates.

Successfully completed Business management classes in AZ  
During the 1995-2001.

Successfully completed training and testing to be a NH State certified Energy Auditor  
in 2006.

**Community:**

Board member Children Unlimited, Inc., Conway NH "Non- Profit"

Board member Berlin Revitalization Committee. Berlin NH "Non- Profit"

Past member of the advisory board and co-designer for the Myotonic Dystrophy  
Foundations first website.

Previous owner and webmaster for the Myotonic Dystrophy Information website.

**License:**

Held an Electrical Journeyman license NH

Held an Electrical Contractor License AZ

References: Available upon request.

Nathan H. Mills

PROFESSIONAL SUMMARY and SKILLS

Operations Manager with experience and oversight of Financial, Quality Assurance and Operations components for non-profit organizations and small businesses. Professional, flexible with proven analytical skills. Demonstrated record of effective problem solving, sound business judgement and customer service.

- ✓ Business Development Planning & Budgeting
- ✓ Sage/MIP Fund Accounting, GAAP & ROMA
- Asset Management
- ✓ Extensive daily use of Microsoft Excel
- Contract Negotiation, Administration & Compliance
- ✓ Staff and Sub-contractor Management
- ✓ Client & Vendor Relations
- ✓ Volunteer Relations
- ✓ Certificate, LEAN Six Sigma Green Belt, USM 2016
- ✓ Certificate, Project Management, USM 2014

PROFESSIONAL EXPERIENCE

***Division Operations Manager***

Since April 2019

Tri-County Community Action Program, Berlin, New Hampshire

Operational, Administrative and Fiscal oversight for Government and Utility funded programs that provide home efficiency, insulation and heating system upgrades to income eligible households in Carroll, Coos and Grafton Counties, New Hampshire.

- Operational oversight of Utility HEA and HPWES, and Federal DOE and DHHS low income Weatherization, Heat System repair and replacement programs.
- Oversee all aspects of Program Operations and Project Management including; program budget development and authorization of expenditures according to contracted budget agreements, client eligibility and program compliance, hiring training, supervising and evaluating department staff.

***Inside Production Manager***

TC Hafford Basement Systems, Wells, ME

2018

Inside Production Manager responsible for managing scheduling and close out of dry basement systems installs.

- Liaison with homeowner throughout scheduling, install and closeout processes. Liaison with sales team and Outside Production Manager to ensure proposal, installation and material costs met client expectations, company standards and warranty requirements for dry basement systems.

***Project Manager***

PATCO Construction, Sanford, ME

2016 – 2018

Project Manager responsible for managing residential home construction process throughout the planning, scheduling, material procurement and construction processes.

- Liaison to homeowner throughout entire construction process from contract signing to closing. Weekly telephone update and change order estimate and management. Maintain master schedule on Builder Trend project management software. Schedule sub-contractors, inspect work to project spec., issue rework and approve invoices for payment. Job cost oversight, materials ordering and inventory management.

***Director, Housing and Energy Services***

The Opportunity Alliance, South Portland, ME

2009 – 2016

Business, Fiscal, Operational and Compliance responsibility for federally funded programs that provide home energy and emergency assistance, HQS home repair, and home efficiency and insulation upgrades to income eligible households in Cumberland and York County, Maine.

- Contract, Operational and Fiscal oversight of Federal DOE and DHHS low income Weatherization, Central Heat Improvement and Efficiency Maine Energy Conservation Programs.
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- Oversee all sub-grantee contractual responsibilities of client intake, certification and benefit determination, program integrity and compliance for Federal DHHS LIHEAP Grant, providing home heating benefits to approximately 3,500 low-income Cumberland County households annually.
- Oversee all aspects of Program and Project Management including; client eligibility and program compliance of NMLS Licensed Agency Lending for HUD, MSHA, Maine DECD and Cumberland County Community Development. Program funding supported home repair, home renovation and energy efficiency upgrades of very low to moderate income households in Cumberland and York County.

***Business Manager***

SmartCatalog, Portland, ME

2006 – 2009

Managed all business activity for national cataloger providing Office of the Registrar course catalog and other legally binding documents to colleges and universities in the United States and Canada.

***Accounting Associate***

Southern Maine Agency on Aging, Scarborough, ME

2004 - 2006

Responsible for business office functions of AP/AR and Payroll for non-profit agency. In this position, I was accounting liaison for a variety of programs among others, and was responsible for accurate payroll processing for departments that operated 24/7/365.

***Retail Catalog and Advertising Photographer***

Howell-Ltd., Portland, ME

1998 - 2004

Managing studio photographer for New England's first digital commercial photography studio responsible for project management, process workflow, and capacity and demand management.

**EDUCATION**

**Bachelor of Arts, Geography**

University of Maine, Farmington, 1983

**Continuing Studies, Business, Accounting, Project Management and Human Resources**

University of Southern Maine, ongoing

**COMMUNITY SERVICE**

**Biddeford School Committee, Vice Chairman**

- Co-Chairman, Curriculum Committee; Finance Committee; Personnel Committee; Chief Negotiator (Collective Bargaining) Elected to consecutive 2 year terms in 2006 and 2008. Served during period that school system undertook a \$30 million dollar renovation of Biddeford High School.

**Central America Volunteer work**

Heredia, Costa Rica & San Bernadino Guatemala

- Travel to Costa Rica in 2006 & Guatemala in 2008 with a volunteer team to build a timber frame vocational center and water filtration system.

*References available upon request*



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# DENNIS DOWNS

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## PROFESSIONAL SUMMARY

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Skilled Energy Auditor with experience in the Energy Conservation industry. Familiar with a House as a System. Experienced in Blower Door Testing.

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## SKILLS

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- Self-motivated
- Strong verbal communication
- Mechanically Inclined
- Accustomed to working in all weather conditions
- Eager to learn new skills
- Goal oriented fast learner
- Make safety a priority
- Committed to making the client happy
- Have knowledge of hand and power tools

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## WORK HISTORY

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Production Supervisor, 04/1994 to Current

Tri County CAP – 30 Exchange St Berlin NH 03570

- Supervise multiple weatherization teams doing single family and multi-family installations.
- Oversee maintenance and management of warehouse, including keeping inventory and ordering of materials.
- Perform energy audits to determine the most cost effective energy improvements.
- Obtained documents, clearances, certificates and approvals from local, state, and federal agencies.
- Production management of crews to meet deadlines and budget objectives.
- Working directly with client to achieve a more energy efficient home.

Packer/Inspector, 09/1993 to 04/1994

JenFoot America Inc – Littleton Industrial Park Littleton NH 03561

- Managed a line of three to four workers.
- Inspected rubber boots for imperfections.

Laborer, 07/1993 to 09/1993

LA Environmental – Louseville Kentucky

- Helped remove sludge from the pollution control lagoons at Simpson Paper Co in Gilman VT.

Apprentice Electrician, 10/1992 to 02/1993

Royal Electric – Woodsville NH

- Work under multiple master electricians wiring the new Lisbon School.

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## EDUCATION

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Associate of Applied Science: Electrical Construction, 1992

NH Vocational Technical College – Prescott Hill, Laconia, NH 03246

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## CERTIFICATIONS

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- BPI Quality Control Inspector
  - Lead Safe Renovator
  - OSHA 30
  - BPI Energy Auditor
  - CPR/First Aid
  - Valid Drivers License
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# JESSICA YOUNG

## Professional Summary

Multi-talented Program Supervisor driven to optimize processes and improve productivity to maximize program successes. Extensive experience in management with a strong work ethic. Excelling and maintaining financial documentation and reporting to department heads. Polite with a professional approach to daily tasks. Ready to take each year of my Tri-County Community Action Program career to the next level as the Office/Program Supervisor for the Weatherization Department.

## Work Experience

### Office/Program Supervisor: Tri-County CAP, Berlin NH: April 2019-Current

In this position I am responsible for program and office functions of the Weatherization Department. My responsibilities include supervising, providing quality oversight, inquiring performance measurement, supply training, and/or coordination of training for the office staff. In coordination with the Division Director, my role is to record revenues and expenses to our fiscal department, invoice our funders for payment of services completed by our weatherization department. I provide guidance to our office staff on client intake with a priority scheduling focus. I do work collaboratively with the Production Supervisor ensuring the scheduling of energy audits is sufficient, I procure job supplies and materials for weatherization jobs, and give guidance to the coordination of heating system installations for both failing heating systems and emergency no-heat situations. I am here to provide supervision and leadership to office staff, presently including; the Weatherization Administrator and the Procurement, Inventory and Facilities Specialist.

### Office Manager: Gorham Family Dentistry, Gorham NH: May 2011- May 2018

Supervised a total of 6 staff members. Managed IT problems and issues with research and technical support. Controlled computer issues by trouble-shooting issues in the network. Maintained computerized schedules for 3 doctors and 2 hygienists. Implemented a plan for each new student dentist from UNE every 3 months. Handled insurance claims, entered insurance payments, adjusted patients ledgers, and administered bills via mail. Answered multi-line telephone while checking patients in and out. Created treatment plans and discussed payment options with patients. Was responsible for staff and patient relations. Created marketing ideas for Facebook and newspapers. Trained staff on front end procedures. Enforced HIPAA guidelines by coordinating annual trainings for HIPAA compliance. Scheduled meetings for open enrollment and coordinated Aflac representation to assist with secondary options.

### Customer Service Manager: Walmart, Gorham NH: October 2000-October 2008

Supervised staff members from several departments throughout the store. Trained new hires on front end procedures and effective time management. Scheduled cashiers and service desk associate to designated areas while maintaining the schedule throughout the day implementing reliefs for breaks, lunches, and end of shifts. Attended Share Holders meetings in reference to stock owned and new options coming up. Managed storewide associate register issues and/or customer relation questions. Collected surplus of cash in register tills to drop off to the accounting office. Designated associates during each shift to assist with reorganizing the stock on shelves for customer accessibility.

## Skills

- \*Operational Leadership
- \*Reporting Requirements
- \*Proactive Mindset
- \*Persuasive Communication Style
- \*Document Management
- \*Team Oriented

## Education

May 2011 – White Mountain Community College, Berlin NH

Associates Degree - Business Management/Medical Concentration

# Samantha Roy

## Qualifications

**ACCURATE | EFFICIENT | DETAILED**

Comprehensive knowledge of accounting principles, payroll, and tax laws. Extraordinary attention to detail with keen ability to prepare and analyze financial reports. Expertise in Word, Excel, QuickBooks software, and tax preparation software. Familiar with entering data, filing, servicing invoices, billing, and paying employees. Willingness to go above and beyond job description. Fast learner with proven ability to adapt to new technology, procedures, and office equipment.

## Areas of Expertise

- |                               |                          |                       |
|-------------------------------|--------------------------|-----------------------|
| ✓ Accounts Payable/Receivable | ✓ Financial Reporting    | ✓ Accounting Software |
| ✓ Receptionist                | ✓ Month-End Closings     | ✓ Excel Spreadsheets  |
| ✓ Data Input                  | ✓ 10 Key by Touch        | ✓ Microsoft Word      |
| ✓ Bank Reconciliation         | ✓ Tax Return Preparation | ✓ Power Point         |

## Professional Experience

### WEATHERIZATION ADMINISTRATOR

TRI-COUNTY COMMUNITY ACTION PROGRAM Berlin, NH 03570 603-752-7001

Eleven months experience in clerical and coordination work. Duties include: maintaining heating systems programs data collection, assisting with weatherization reporting, coordinating heat system work, paperwork, subcontractor contracts, receiving and processing client calls for all programs and funding, responding to client calls, referrals, and fuel vendors, managing weatherization fleet, and performing basic office functions.

### SERVICE ADVISOR

BERLIN CITY FORD Gorham, NH 03570 603-752-6644

Four years experience of clerical work and customer service. Daily duties included managing group of technicians and dispatching work as scheduled. Work included: answering phones, customer service, filing, copying invoices, typing, data entry, recording and tracking inventory, inputting new inventory, invoicing, promoting and selling service, managing technicians, and maintaining accounts payable and accounts receivable.

### INSIDE SALES REPRESENTATIVE

PORTLAND GLASS Gorham, NH 03581 603-752-5507

Two years experience of clerical work as an Inside Sales Representative and operating of the store daily. Duties included: answering phones, customer service, filing, copying, invoicing, scheduling, quoting, typing, data entry, monthly inventory, receiving product, ordering product, receiving and coding bills, expense reports, making bank deposits, closeout reports, contacting vendors, entering payroll, wage transfers, and monthly financial statements.

## Volunteer Experience

### VOLUNTEER TAX PREPARER

FAMILY RESOURCE CENTER Gorham, NH 03581 603-466-5190

Volunteered for the VITA Program. Accurately worked on and prepared Individual and Small Business Federal Income Tax returns. Assisted in the preparation of Vermont state tax returns, as well as Resident Alien's tax returns. Highly capable of preparing tax returns with social security income, retirement income, tuition statements, unemployment income, interest on bank accounts, and dividends from banks. Internal Revenue Service Certified Tax Preparer for 2010 & 2011 tax returns.

## Education

WHITE MOUNTAINS COMMUNITY COLLEGE  
Associates Degrees: Accounting & Business Administration  
Certificate: Entrepreneurship  
Berlin, NH 03570

PHI THETA KAPPA  
White Mountains Community College  
President 2011-2012  
Member Since 2010