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Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

September 20, 2023

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

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract Southern New Hampshire Services, Inc., Manchester, NH, in the amount of \$9,169,085 for the Fuel Assistance Program effective upon Governor and Executive Council approval through September 30, 2025. 100% Federal Funds.

Funds to support this request are available in the following account in FY 2024 upon the availability and continued appropriation of funds in the future operating budget:

<u>NH Department of Energy, Fuel Assistance</u>	<u>FY 2024</u>
02-52-52-520510-33540000	
074-500587 Grants for Pub Assist & Relief	\$9,169,085

2) Further request authorization to advance Southern New Hampshire Services, Inc. \$932,446 from the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAA) in the New Hampshire Fuel Assistance Program (FAP), their outreach and client service capabilities, the synergies that benefit the FAP as a result of the five statewide CAAs' implementation of several other federal assistance programs, and the infrastructure that is already in place to deliver FAP services. The Department proposes to continue to subcontract with the five CAAs who have successfully provided FAP services at the local level for more than three decades. The CAAs work closely with the Department's FAP Administrator in the implementation of the program.

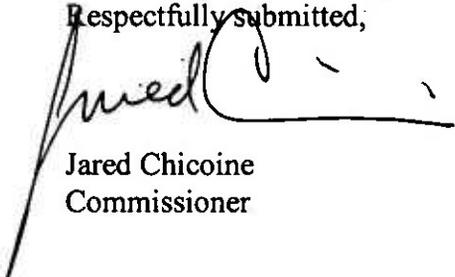
FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified

New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low income households with high energy burdens. The current maximum income level is 60% of the State Median Income (SMI), which is \$80,069 for a family of four. The average FAP benefit during the last program year was \$1,530. The program operates on an October 1st to September 30th program year.

The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jared Chicoine
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

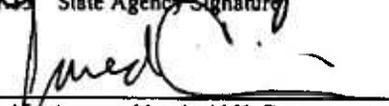
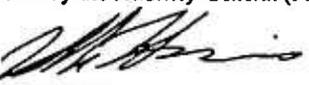
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street, Manchester, NH	
1.5 Contractor Phone Number (603) 668-8010	1.6 Account Unit and Class 33540000-074	1.7 Completion Date September 30, 2025	1.8 Price Limitation \$9,169,085
1.9 Contracting Officer for State Agency Joshua W. Elliott, Director, Policy and Programs Division		1.10 State Agency Telephone Number (603) 271-6003	
1.11 Contractor Signature  Date: 8/17/2023		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Chief Executive Officer	
1.13 State Agency Signature  Date: 8/21/23		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
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: 9/1/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

EXHIBIT A

SPECIAL PROVISIONS

1. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
2. 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.
3. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to New Hampshire Department of Energy (NH DOE). The audit shall be forwarded to NH DOE within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.
4. Delete the following from paragraph 10 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
6. Program and financial records pertaining to this contract shall be retained by the Agency for three years from the date of submission of the final expenditure report per 2 CFR 200.334 – Retention Requirements for Records and until all audit findings have been resolved.
7. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:
 - a. Section 507: "Purchase of American –Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."
 - b. Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to state and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or

LIHEAP24 SNHS
Award # 2401NHLIEA
CFDA#93.568

Exhibits A, B & C
Contractor Initials *DK*
Date 8/19/2023
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project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”

8. **CLOSE OUT OF CONTRACT.** All final required reports and reimbursement requests shall be submitted to the State within 30 days of the completion date (Agreement Block 1.7).
9. **ADVANCES.** Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. Advance program funds are to be used only for Fuel Assistance Program vendor payments. All Fuel Assistance Program payments, including Advance program payments, must be transferred from the Community Action Agency's (CAA's) general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to NH DOE prior to the electronic submission of the funds to the CAA. Unspent Advance program funds must remain in the FAP dedicated account at all times and cannot be comingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP-dedicated bank account statement to NH DOE on a monthly basis.
10. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 10 percent.

LIHEAP24 SNHS
Award # 2401NHLIEA
CFDA#93.568

Exhibits B & C
Contractor Initials *[Signature]*
Date 8/17/2023
Page 2 of 4

EXHIBIT B

SCOPE OF SERVICES

Southern New Hampshire Services, Inc., hereinafter the Contractor agrees to provide Fuel Assistance Program services to qualified low-income individuals and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Procedures Manual, Information Memoranda, and other guidance as determined by NH DOE.

Fuel Assistance Program (FAP) services will be defined to include the following categories:

1. Outreach, eligibility, determination, and certification of FAP applicants;
2. Payments directly to energy vendors:
 - a. Reimbursement for goods and services delivered
 - b. Lines of credit
 - c. Budget plan payments;
3. Payments directly to landlords via vouchers for renters who pay their energy costs as undefined portions of their rent;
4. Payments directly to clients only when deemed appropriate and necessary as defined in the Fuel Assistance Procedures Manual; and
5. Emergency Assistance in the form of reimbursements for goods or services delivered in accordance with paragraphs 3 and 4 above.

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the services as determined by the State, the State agrees to pay over to the Contractor the sum of \$9,169,085 (which hereinafter is referred to as the "Grant").

Upon the State's receipt of the 2024 Low Income Home Energy Assistance Program grant from the US Department of Health and Human Services, and Governor and Executive Council approval, the following funds will be authorized:

\$774,360 for administration costs, of which \$135,513 will be issued as a cash advance;
\$7,969,325 for program costs, of which \$796,933 will be issued as a cash advance;
\$425,400 for Assurance 16.

The dates for this contract are upon Governor and Council approval through September 30, 2025.

Approval to obligate (Exhibit I) the above-awarded funds will be provided in writing by the New Hampshire Department of Energy to the Contractor as the Federal funds become available. Drawdowns from the balance of funds will be made to the Contractor only after written documentation of cash need is submitted to the State. Disbursement of the Grant shall be in accordance with procedures established by the State as detailed in the Fuel Assistance Program Procedures Manual.

The Contractor may use up to two percent (2%) of the funds allocated for program costs to pay for program support expenses. Program support expenses will be defined in an Information Memoranda issued by the New Hampshire Department of Energy.

CFDA Title: Low Income Home Energy Assistance Program
CFDA No: 93.568
Award Name: Low Income Home Energy Assistance Program
Federal Agency: Health & Human Services
Administration for Children and Families
Office of Community Services

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 CONTRACTORS OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY**

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 Contractor (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 Contractor (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:

Fuel Assistance Administrator, New Hampshire Department of Energy,
21 South Fruit St., Ste. 10, Concord, NH 03301

- (A) The Contractor 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 of or use of a controlled substance is prohibited in the Contractor'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 Contractor'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

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY**

- (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;
 - (c) 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

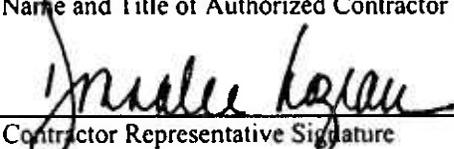
Place of Performance (street address, city, county, state, zip code) (list each location)

Southern New Hampshire Services, Inc.,
40 Pine Street, P.O. Box 5040, Manchester, Hillsborough County, NH 03108

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

Southern New Hampshire Services, Inc. Upon Governor and Council Approval through September 30, 2025
Contractor Name Period covered by this Certification

Donnalee Lozeau, Chief Executive Officer
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

August 17 - 2023
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 - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY**

Programs (indicate applicable program covered):

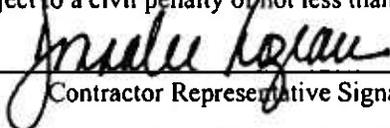
LIHEAP

Contract Period: Upon Governor and Council Approval through September 30, 2025

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-1.
- (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.

	Donalee Lozeau, Chief Executive Officer
Contractor Representative Signature	Contractor's Representative Title
Southern New Hampshire Services, Inc.	<i>August 17- 2023</i>
Contractor Name	Date

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 12549 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's (NH DOE) 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 DOE 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, NH DOE may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the NH DOE agency 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. See the attached definitions.
- (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 DOE.
- (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 DOE, 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 DOE may terminate this transaction for cause or default.

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

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

- (1) 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 for 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 (federal, state or local) transactions terminated for cause or default.

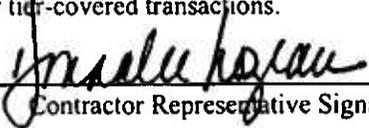
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

*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.

	Donnalee Lozeau, Chief Executive Officer
_____ Contractor Representative Signature.	_____ Contractor's Representative Title
Southern New Hampshire Services, Inc.	August 17 2023
_____ Contractor Name	_____ Date

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

Donnalee Lozeau, Chief Executive Officer

Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

August 17-2023
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 \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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


Contractor Representative Signature

Donnalee Lozeau, Chief Executive Officer
Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

August - 17 - 2023
Date

LIHEAP24 SNHS
Award # 2401NHLIEA
CFDA#93.568

P37 Exhibits D thru H
Page 7 of 7
Initials  Date 8/17/2023

**EXAMPLE ONLY
APPROVAL TO OBLIGATE
FUEL ASSISTANCE PROGRAM**

STATE

First 7/1/2019 Wood and SEAS Only	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	538,220.00	5,646,370.00	4,582.60	357,200.00	6,546,372.60
EXPECTED BUDGET	0.00	0.00	0.00	0.00	0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	0.00	0.00	0.00	1,165,551.00
TOTAL AVAILABLE TO OBLIGATE	0.00	1,165,551.00	0.00	0.00	1,165,551.00
NOT AUTHORIZED TO OBLIGATE	538,220.00	4,480,819.00	4,582.60	357,200.00	5,380,821.60

BMCA

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	95,663.00	1,003,586.00	1,000.00	69,960.00	1,170,209.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
TOTAL AVAILABLE TO OBLIGATE	0.00	207,112.00	0.00	0.00	207,112.00
NOT AUTHORIZED TO OBLIGATE	95,663.00	796,474.00	1,000.00	69,960.00	983,097.00

SNHS

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	163,777.00	1,718,152.00	1,000.00	84,220.00	1,967,149.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
TOTAL AVAILABLE TO OBLIGATE	0.00	354,578.00	0.00	0.00	354,578.00
NOT AUTHORIZED TO OBLIGATE	163,777.00	1,363,574.00	1,000.00	84,220.00	1,612,571.00

SCS

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	83,835.00	879,501.00	825.00	64,960.00	1,029,121.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
TOTAL AVAILABLE TO OBLIGATE	0.00	181,504.00	0.00	0.00	181,504.00
NOT AUTHORIZED TO OBLIGATE	83,835.00	697,997.00	825.00	64,960.00	847,617.00

CAPSC

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	54,676.00	573,593.00	757.60	55,110.00	684,136.60
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
TOTAL AVAILABLE TO OBLIGATE	0.00	118,373.00	0.00	0.00	118,373.00
NOT AUTHORIZED TO OBLIGATE	54,676.00	455,220.00	757.60	55,110.00	565,763.60

TCCA

First 7/1/2019	ADMIN.	FA PROGRAM	SEAS	ASSURANCE 16	TOTAL
CONTRACTED BUDGET	140,269.00	1,471,538.00	1,000.00	82,950.00	1,695,757.00
EXPECTED BUDGET					0.00
PREVIOUSLY OBLIGATED	0.00	0.00	0.00	0.00	0.00
THIS APPROVAL TO OBLIGATE	0.00	303,984.00	0.00	0.00	303,984.00
TOTAL AVAILABLE TO OBLIGATE	0.00	303,984.00	0.00	0.00	303,984.00
NOT AUTHORIZED TO OBLIGATE	140,269.00	1,167,554.00	1,000.00	82,950.00	1,391,773.00

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 awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

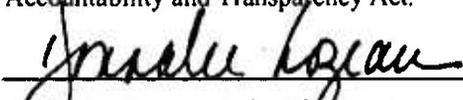
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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) Principal place of performance
- 9) Unique entity identifier (UEI #)
- 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 \$30M 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) Donnalee Lozeau, Chief Executive Officer
(Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc. August - 17 - 2023

(Contractor Name) (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 UEI number for your entity is: HLNJBCYDGVM3

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) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO x 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 x 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: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 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: 65506

Certificate Number: 0006209491



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Orville Kerr, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southern New Hampshire Services Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 25, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Donnalee Lozeau (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southern New Hampshire Services to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 8/17/23



Signature of Elected Officer
Name: Orville Kerr
Title: SNHS Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester, NH 03101		CONTACT NAME: Dianne Soto PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER B: Midwest Employers Casualty Corp	23612
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 All lines SNHS **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	WVD	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:			PHPK2535524	04/01/2023	04/01/2024	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 \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <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"/> AUTOS ONLY			PHPK2535522	04/01/2023	04/01/2024	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB857270	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20230000534 (3a.) NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			PHPK2535524	04/01/2023	04/01/2024	Limit \$1,000,000 Aggregate \$ 2,000,000

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 NH Department of Energy 21 South Fruit Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
FOR THE YEARS ENDED JULY 31, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Southern New Hampshire Services, Inc. and Affiliate (a nonprofit organization), which comprise the combined statements of financial position as of July 31, 2022, and the related combined statements of activities and changes in net assets, functional expenses and cash flows for the year then and the related notes to the combined financial statements.

In our opinion, the combined financial statements present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and Affiliate as of July 31, 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern New Hampshire Services, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

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

Prior Period Financial Statements

The combined financial statements of Southern New Hampshire Services, Inc. as of July 31, 2021 were audited by other auditors whose report dated March 3, 2022, expressed an unmodified opinion on those statements. In our opinion, the summarized comparative information presented herein as of and for the year ended July 31, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined 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 combined financial statements. ~~Additionally, the supplementary information as required by New Hampshire Housing is~~ presented for additional analysis and is not a required part of the combined 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 combined financial statements.

The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 2, 2023, on our consideration of Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate'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 Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting and compliance.

Leone McDermott & Roberts
Professional Association

Dover, New Hampshire
February 2, 2023

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021**

ASSETS

	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash	\$ 11,441,623	\$ 8,496,942
Investments	9,696,838	10,396,716
Grants receivable	4,458,963	3,451,639
Accounts receivable	949,902	778,610
Prepaid expenses	129,210	136,692
Total current assets	<u>26,676,534</u>	<u>23,260,599</u>
PROPERTY		
Land	3,575,080	3,045,918
Buildings and improvements	13,936,225	13,565,316
Vehicles and equipment	1,470,617	1,575,022
Total property	<u>18,981,922</u>	<u>18,186,256</u>
Less: accumulated depreciation	<u>6,720,057</u>	<u>6,204,453</u>
Total fixed assets, net	<u>12,261,865</u>	<u>11,981,803</u>
OTHER ASSETS		
Restricted cash	<u>511,966</u>	<u>468,276</u>
TOTAL ASSETS	<u>\$ 39,450,365</u>	<u>\$ 35,710,678</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	\$ 83,656	\$ 79,998
Accounts payable	991,023	691,695
Accrued payroll and related expenses	1,646,168	1,187,344
Accrued compensated absences	407,125	424,497
Other liabilities	222,094	243,122
Refundable advances	4,390,640	1,424,138
Tenant security deposits	95,757	89,232
Total current liabilities	7,836,463	4,140,026
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	<u>1,905,793</u>	<u>2,878,216</u>
Total liabilities	9,742,256	7,018,242
NET ASSETS		
Without donor restrictions	<u>29,708,109</u>	<u>28,692,436</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 39,450,365</u>	<u>\$ 35,710,678</u>

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant revenue	<u>\$ 131,572,939</u>	<u>\$ 57,659,302</u>
Program service fees	930,848	822,662
Local funding	162,140	193,876
Rental income	1,248,788	1,227,156
Gifts and other contributions	375,231	301,421
Interest and dividend income	403,230	228,980
Unrealized (loss) gain on investments	(1,101,886)	1,066,602
Miscellaneous	162,429	744,238
In-kind revenue	992,197	1,203,823
Forgiveness of debt	900,000	-
Gain on disposal of property	<u>8,545</u>	<u>3,398</u>
Total revenues, gains and other support	<u>135,654,461</u>	<u>63,451,458</u>
EXPENSES		
Program services		
Child development	9,709,703	10,810,566
Community services	1,365,889	1,363,706
Economic and workforce development	4,855,488	5,786,299
Energy	15,581,785	10,666,407
Language and literacy	355,546	302,502
Housing and homeless	94,232,589	23,360,337
Nutrition and health	2,192,705	2,111,260
Special projects	1,798,981	2,317,802
Volunteer services	109,401	112,210
SNHS Management Corporation	<u>2,458,985</u>	<u>2,370,028</u>
Total program services	132,661,072	59,201,117
Supporting activities		
Management and general	<u>1,977,716</u>	<u>1,943,894</u>
Total expenses	<u>134,638,788</u>	<u>61,145,011</u>
CHANGE IN NET ASSETS	1,015,673	2,306,447
NET ASSETS, BEGINNING OF YEAR	<u>28,692,436</u>	<u>26,385,989</u>
NET ASSETS, END OF YEAR	<u>\$ 29,708,109</u>	<u>\$ 28,692,436</u>

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2022**

EXPENSES	Program Services					Housing and Homeless	Nutrition and Health
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy		
Payroll	\$ 4,662,659	\$ 558,156	\$ 1,990,951	\$ 1,547,109	\$ 236,067	\$ 2,016,252	\$ 864,686
Payroll taxes	348,302	42,274	149,819	117,947	17,294	153,374	65,249
Fringe benefits	1,503,860	97,032	429,260	421,614	26,123	363,941	241,067
Workers compensation insurance	97,375	7,094	4,336	11,681	5,631	4,375	24,217
Retirement benefits	345,542	51,651	166,504	114,842	9,313	59,619	64,339
Consultant and contractual	52,542	289,776	309,531	1,922,755	1,017	927,682	10,004
Travel and transportation	70,049	14,684	37,586	42,224	491	1,928	15,486
Conferences and meetings	-	10,660	-	5,378	-	1,016	825
Occupancy	634,228	147,065	554,837	129,718	29,924	52,641	56,192
Advertising	1,188	-	1,660	13,322	100	50	150
Supplies	269,441	24,289	15,592	105,391	12,122	81,566	254,026
Equipment rentals and maintenance	17,789	3,090	5,139	12,244	10,403	18,919	10,377
Insurance	19,075	47,462	5,982	23,078	-	2,463	4,717
Telephone	71,994	17,062	37,827	40,509	3,114	24,751	79,510
Postage	1,628	7	1,432	29,767	246	25,363	3,753
Printing and publications	1,488	4,588	-	16,531	645	-	-
Subscriptions	-	-	-	704	-	-	-
Program support	1,873	120,345	-	20,585	-	-	-
Interest	7,811	-	-	-	-	-	4,617
Depreciation	133,424	19,673	44,930	8,533	2,906	-	13,778
Assistance to clients	238,519	23,297	1,107,003	11,032,479	-	90,504,018	486,684
Other expense	346,271	2,816	4,642	10,508	-	3,203	4,744
Miscellaneous	12,952	44,591	1,036	1,696	150	2,088	1,822
In-kind expenses	992,197	-	-	-	-	-	-
SUBTOTAL	9,830,207	1,525,612	4,868,067	15,628,615	355,546	94,243,249	2,206,243
Eliminations	(120,504)	(159,723)	(12,579)	(46,830)	-	(10,660)	(13,538)
TOTAL EXPENSES	\$ 9,709,703	\$ 1,365,889	\$ 4,855,488	\$ 15,581,785	\$ 355,546	\$ 94,232,589	\$ 2,192,705

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2022**

EXPENSES	Program Services				Support Services	2022 Total
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
Payroll	\$ 70,027	\$ 66,286	\$ 680,957	\$ 12,693,150	\$ 1,258,823	\$ 13,951,973
Payroll taxes	5,334	4,777	51,276	955,646	91,302	1,048,948
Fringe benefits	5,415	17,932	124,330	3,230,574	172,052	3,402,626
Workers compensation insurance	631	146	12,763	168,249	4,964	173,213
Retirement benefits	5,851	5,739	51,873	875,273	123,402	998,675
Consultant and contractual	1,576,097	2,790	154,643	5,246,837	181,115	5,427,952
Travel and transportation	2,535	1,347	43,639	229,969	6,137	236,106
Conferences and meetings	1,867	-	36,679	56,425	2,276	58,701
Occupancy	20,274	-	653,118	2,277,997	44,863	2,322,860
Advertising	25	500	1,641	18,636	338	18,974
Supplies	9,264	3,099	22,434	797,224	44,635	841,859
Equipment rentals and maintenance	5,673	21	10,928	94,583	1,052	95,635
Insurance	3,706	1,762	46,929	155,174	16,931	172,105
Telephone	2,770	3,137	24,285	304,959	14,673	319,632
Postage	7	752	766	63,721	11,966	75,687
Printing and publications	-	-	1,477	24,729	-	24,729
Subscriptions	0	900	665	2,269	1,029	3,298
Program support	3,336	-	73,105	223,881	-	223,861
Interest	-	-	47,746	55,557	-	55,557
Depreciation	48,286	-	395,803	667,333	4,114	671,447
Assistance to clients	41,099	-	24,779	103,457,878	-	103,457,878
Other expense	-	-	7,175	379,359	1,539	380,898
Miscellaneous	120	213	66,702	131,370	209	131,579
In-kind expenses	-	-	-	992,197	-	992,197
SUBTOTAL	1,802,317	109,401	2,533,713	133,102,970	1,981,420	135,084,390
Eliminations	(3,336)	-	(74,728)	(441,898)	(3,704)	(445,602)
TOTAL EXPENSES	\$ 1,798,981	\$ 109,401	\$ 2,458,985	\$ 132,661,072	\$ 1,977,716	\$ 134,638,788

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2021**

EXPENSES	Program Services						Nutrition and Health
	Child Development	Community Services	Economic and Workforce Development	Energy	Language and Literacy	Housing and Homeless	
Payroll	\$ 5,475,948	\$ 797,163	\$ 2,740,989	\$ 1,286,379	\$ 204,412	\$ 725,285	\$ 912,550
Payroll taxes	409,962	59,844	204,551	97,778	15,619	54,970	68,761
Fringe benefits	1,677,891	138,364	623,172	382,294	23,750	112,040	242,822
Workers compensation insurance	127,833	9,424	6,924	11,934	6,245	2,469	27,215
Retirement benefits	375,917	69,893	194,325	96,055	8,755	16,206	74,893
Consultant and contractual	72,997	85,282	695,516	970,317	801	238,467	9,785
Travel and transportation	35,627	3,264	13,780	15,113	-	1,045	9,210
Conferences and meetings	-	7,250	-	2,245	-	-	1,914
Occupancy	569,678	136,788	540,570	123,460	24,409	23,349	49,916
Advertising	574	640	800	2,418	-	600	384
Supplies	286,505	32,374	12,180	61,729	7,224	53,747	25,794
Equipment rentals and maintenance	2,430	478	(4,515)	16,962	3,495	2,579	8,745
Insurance	22,375	28,204	9,341	27,769	-	527	3,822
Telephone	80,815	21,885	32,839	36,030	2,712	14,294	55,657
Postage	3,368	40	1,150	27,045	417	6,622	1,931
Printing and publications	40	-	-	6,012	1,156	-	-
Subscriptions	-	-	-	570	-	-	-
Program support	-	181,694	-	59,109	-	-	-
Interest	9,335	-	-	-	-	-	-
Depreciation	129,615	6,300	42,909	5,276	1,266	-	13,187
Assistance to clients	234,976	3,992	676,974	7,518,979	-	22,107,876	393,992
Other expense	167,824	-	10,872	2,937	-	300	224,649
Miscellaneous	37,305	1,391	915	1,424	2,241	830	1,905
In-kind expenses	1,203,823	-	-	-	-	-	-
SUBTOTAL	10,924,838	1,584,270	5,803,292	10,751,835	302,502	23,361,206	2,127,132
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(114,272)	(220,564)	(16,993)	(85,428)	-	(869)	(15,872)
TOTAL EXPENSES	\$ 10,810,566	\$ 1,363,706	\$ 5,786,299	\$ 10,666,407	\$ 302,502	\$ 23,360,337	\$ 2,111,260

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2021**

EXPENSES	Program Services				Support Services	2021 Total
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program	Management and General	
Payroll	\$ 84,906	\$ 60,715	\$ 579,614	\$ 12,867,961	\$ 1,290,991	\$ 14,158,952
Payroll taxes	6,517	4,220	45,415	967,637	94,236	1,061,873
Fringe benefits	6,176	17,742	223,039	3,447,290	183,099	3,630,389
Workers compensation insurance	1,770	157	10,661	204,632	7,679	212,311
Retirement benefits	6,118	5,287	43,218	890,667	121,520	1,012,187
Consultant and contractual	2,122,049	2,780	129,626	4,327,622	106,077	4,433,699
Travel and transportation	1,141	1,973	33,587	114,740	4,283	119,023
Conferences and meetings	1,454	50	14,412	27,325	1,025	28,350
Occupancy	15,201	-	641,741	2,125,112	44,864	2,169,976
Advertising	-	1,766	3,232	10,414	25	10,439
Supplies	593	6,819	21,240	508,205	58,393	566,598
Equipment rentals and maintenance	2,645	41	8,933	41,793	1,457	43,250
Insurance	2,636	1,762	55,107	151,543	10,161	161,704
Telephone	3,079	2,633	26,997	276,941	6,779	283,720
Postage	-	605	1,470	42,648	13,123	55,771
Printing and publications	-	-	-	7,208	-	7,208
Subscriptions	-	900	630	2,100	-	2,100
Program support	560	-	45,948	287,311	-	287,311
Interest	-	-	51,209	60,544	-	60,544
Depreciation	60,191	-	405,478	664,222	2,670	666,892
Assistance to clients	2,101	-	24,342	30,963,232	-	30,963,232
Other expense	-	-	7,306	413,888	797	414,685
Miscellaneous	1,225	4,760	47,257	99,253	2,711	101,964
In-kind expenses	-	-	-	1,203,823	-	1,203,823
SUBTOTAL	2,318,362	112,210	2,420,464	59,706,111	1,949,890	61,656,001
Over applied indirect costs	-	-	-	-	(809)	(809)
Eliminations	(560)	-	(50,436)	(504,994)	(5,187)	(510,181)
TOTAL EXPENSES	\$ 2,317,802	\$ 112,210	\$ 2,370,028	\$ 59,201,117	\$ 1,943,894	\$ 61,145,011

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,015,673	\$ 2,306,447
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	671,447	666,892
Gain on disposal of property	(8,545)	(3,398)
Unrealized loss (gain) on investments	1,101,886	(1,066,602)
Forgiveness of debt	(900,000)	-
Loss on construction	70,044	-
Decrease (increase) in assets:		
Grants receivable	(1,007,324)	(105,204)
Accounts receivable	(171,292)	(57,015)
Prepaid expenses	7,482	23,150
Increase (decrease) in liabilities:		
Accounts payable	299,328	(37,405)
Accrued payroll and related expenses	458,824	97,663
Accrued compensated absences	(17,372)	(45,804)
Other liabilities	(21,028)	9,632
Refundable advances	2,966,502	1,087,338
Tenant security deposits	6,525	6,202
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>4,472,150</u>	<u>2,881,896</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(1,058,436)	(560,313)
Proceeds from disposal of property	45,428	48,500
Purchase of investments, reinvested dividends and capital gains	(402,006)	(227,693)
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,415,014)</u>	<u>(739,506)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(68,765)	(91,051)
NET CASH USED IN FINANCING ACTIVITIES	<u>(68,765)</u>	<u>(91,051)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,988,371	2,051,339
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>8,965,218</u>	<u>6,913,879</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 11,953,589</u>	<u>\$ 8,965,218</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 55,557</u>	<u>\$ 60,544</u>
CASH AND RESTRICTED CASH		
Cash	\$ 11,441,623	\$ 8,496,942
Restricted cash	511,966	468,276
Total cash and restricted cash	<u>\$ 11,953,589</u>	<u>\$ 8,965,218</u>

See Notes to Combined Financial Statements

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southern New Hampshire Services, Inc. (the Organization) is a nonprofit umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting

The Organization prepares its combined financial statements utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The combined 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. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions - Net assets that are not subject to 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 the Board of Directors.

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

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2022 AND 2021

As of July 31, 2022 and 2021, the Organization had no net assets with donor restrictions.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization has no cash equivalents as of July 31, 2022 and 2021.

Current Vulnerabilities Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Concentration of Credit Risk

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2022 and 2021.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2022 AND 2021

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants, and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2022 and 2021.

Support and Revenue Recognition

Contracts with Customers

Program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation.

Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2022 AND 2021

The Organization has elected to apply the practical expedient allowed under FASB ASC 606-10-10-4 for applying the revenue standard to a portfolio of contracts with similar characteristics. The Organization accounts for the contracts within each portfolio as a collective group, rather than individual contracts, based on the payment pattern expected in each portfolio category and the similar nature and characteristics of the clients within each portfolio. The portfolios consist of major payor classes for childcare services. Based on historical collection trends and other analysis, the Organization has concluded that revenue for a given portfolio would not be materially different than if accounting for revenue on a contract-by-contract basis.

The Organization has also elected to apply the practical expedient allowed under FASB ASC 606-10-32-18 for the financing component, as the period of time between the service being provided and the time that the client or third-party payor pays for the service is typically one year or less.

Private Grant Revenue and Contributions

Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in 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 combined statements of activities as net assets released from restrictions.

Grants and Support

Grant revenue is derived from various federal grant agreements and various state and private entity passthrough grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social, health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2022 AND 2021

Refundable advances result from unexpended balances from these conditional contributions and will be subsequently recognized as contribution revenue when donor conditions are met. Federal and state grant revenue comprised approximately 95% and 93% of total revenue in the fiscal years ended July 31, 2022 and 2021, respectively.

In-Kind Donations

In-kind revenues and expenses represent fair market value of volunteer services which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal years 2022 and 2021 were generated through the Head Start program. In-kind revenues and expenses for the years ended July 31, 2022 and 2021 are \$992,197 and \$1,203,823, respectively.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Property

Property acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for the years ended July 31, 2022 and 2021 was \$671,447 and \$666,892, respectively.

Property purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of property, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Income Taxes

Southern New Hampshire Services, Inc. and SNHS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS FOR THE YEARS ENDED JULY 31, 2022 AND 2021

Functional Allocation of Expenses

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been subclassified as follows:

Management and General – Includes all activities related to the Organization's internal management.

New Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food or clothing; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The Organization adopted the new standard effective August 1, 2021.

Recent Accounting Pronouncements

Leases

In February 2016, the FASB released ASU 2016-02, *Leases (Topic 842)*, which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial position of the Organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for non-public entities for fiscal years beginning after December 15, 2021, with early adoption permitted. The Organization will implement the guidance in its July 31, 2023 combined financial statements. Management is currently evaluating the impact of adoption on the Organization's financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

NOTE 2. RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts, and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

NOTE 3. FAIR VALUE MEASUREMENT

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, Fair Value Measurements, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2022 and 2021.

Mutual Funds: Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31:

	<u>2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Total mutual funds at fair value	<u>\$ 9,696,836</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,696,836</u>

	<u>2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Total mutual funds at fair value	<u>\$10,396,716</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$10,396,716</u>

NOTE 4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of July 31:

	<u>2022</u>		<u>2021</u>	
	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>
Mutual Funds	<u>\$ 9,696,836</u>	<u>\$ 9,241,075</u>	<u>\$10,396,716</u>	<u>\$ 8,839,069</u>

The Organization had an unrealized gain on investments of \$455,761 and \$1,557,647 at July 31, 2022 and 2021, respectively.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

The activities of the Organization's investment account are summarized as follows:

	<u>2022</u>	<u>2021</u>
Fair value – beginning of year	\$10,396,716	\$ 9,102,421
Dividends and capital gains, reinvested	402,006	227,693
Unrealized gain (loss)	<u>(1,101,886)</u>	<u>1,066,602</u>
Fair value – end of year	<u>\$ 9,696,836</u>	<u>\$10,396,716</u>

NOTE 5. LIQUIDITY AND AVAILABILITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31:

	<u>2022</u>	<u>2021</u>
Cash	\$11,441,623	\$ 8,496,942
Investments	9,696,836	10,396,716
Grants receivable	4,458,963	3,451,639
Accounts receivable	<u>949,902</u>	<u>778,610</u>
Total financial assets available within one year	<u>\$26,547,324</u>	<u>\$23,123,907</u>

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due:

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

NOTE 6. LONG TERM DEBT

The long term debt at July 31, 2022 and 2021 consisted of the following:

	<u>2022</u>	<u>2021</u>
<u>SNHS, Inc.</u>		
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. The note was refinanced on October 1, 2020, payable in monthly installments of \$2,182 plus interest through 2030. Interest is at 4.00% at July 31, 2022 and 2021.	\$ 182,389	\$ 200,776
<u>SNHS Management Corporation</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.00%. SNHS, Inc. is currently negotiating with the City of Manchester to obtain forgiveness.	11,275	11,275
Mortgage payable to New Hampshire Housing secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.50%.	181,569	188,106
Mortgage payable to the City of Nashua secured by real estate located on Vine St., Nashua, NH. Interest was at 10.00%, annually if requirements are not met. The mortgage was eligible for forgiveness if the real estate remained low-income housing for 30 years. This barrier was met during the year ended July 31, 2022 and the mortgage was forgiven in full and recognized into income (See Note 10).	-	900,000
Mortgage payable to the City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.00%, annually if requirements are not met.	20,000	20,000

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.00%, annually if requirements are not met.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 40 years. Interest is at 0.00%.	170,000	170,000
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located on Crystal Ave., Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.50%.	322,593	348,801
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.00%.	308,698	326,332
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	392,925	392,924
Mortgage payable to New Hampshire Housing secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.00%.	150,000	150,000
	<u>1,989,449</u>	<u>2,958,214</u>
Less: current portion due within one year	<u>83,656</u>	<u>79,998</u>
	<u>\$ 1,905,793</u>	<u>\$ 2,878,216</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

The schedule of maturities of long term debt at July 31, 2022 is as follows:

<u>Year Ending July 31</u>	<u>Amount</u>
2023	\$ 83,656
2024	76,322
2025	80,491
2026	84,899
2027	89,564
Thereafter	<u>1,574,517</u>
Total	<u>\$ 1,989,449</u>

NOTE 7. OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2022 and 2021 equaled \$864,053 and \$865,098, respectively. The leases expire at various times through January 2024. Some of the leases contain renewal options that are contingent upon federal funding, and some contain renewal options subject to renegotiation of lease terms. Annual leases with the Organization for the years ended July 31, 2022 and 2021 totaled \$221,736 and \$222,117, respectively. These leases have been eliminated in the combined financial statements.

The schedule of future minimum lease payments at July 31, 2022 for the operating leases is as follows:

<u>Year Ending July 31</u>	<u>Amount</u>
2023	\$ 315,429
2024	<u>38,539</u>
Total	<u>\$ 353,968</u>

NOTE 8. ACCRUED COMPENSATED BALANCES

At July 31, 2022 and 2021 the Organization accrued a liability for future annual leave time that its employees had earned in the amount of \$407,125 and \$424,497, respectively. Any hours not used by the end of the calendar year are forfeited.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

NOTE 9. RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2022 and 2021 was \$998,675 and \$1,012,187, respectively.

NOTE 10. FORGIVENESS OF DEBT

During the year ended July 31, 2022, the Organization realized forgiveness of debt income in connection with a mortgage payable to the City of Nashua. Real estate located on Vine St. in Nashua, New Hampshire remained as low-income housing for 30 years which satisfied the criteria for debt forgiveness from the City of Nashua. Forgiveness of debt income totaled \$900,000 for the year ended July 31, 2022 on the accompanying combined statement of activities (**Note 6**).

NOTE 11. RISKS AND UNCERTAINTIES

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, New Hampshire. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFa, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2022 and 2021. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO COMBINED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021**

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at \$720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original terms of the agreement. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

Coronavirus Pandemic

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 on the Organization's financial operational results will be dictated by the length of time that such disruptions continue.

During the years July 31, 2022 and 2021, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 12. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements, which were taken from the July 31, 2021 financial statements, to conform to the current year presentation.

NOTE 13. SUBSEQUENT EVENTS

Management has made an evaluation of subsequent events through February 2, 2023, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

SUPPLEMENTAL INFORMATION
(See Independent Auditors' Report)

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2022**

	<u>SNHS, Inc.</u>	<u>SNHS Management Corporation</u>	<u>Sub-Total</u>	<u>Elimination</u>	<u>Total</u>
ASSETS					
CURRENT ASSETS					
Cash	\$ 936,892	\$ 10,504,931	\$ 11,441,823	\$ -	\$ 11,441,823
Investments	-	9,696,836	9,696,836	-	9,696,836
Grants receivable	4,456,511	2,452	4,458,963	-	4,458,963
Accounts receivable	-	949,902	949,902	-	949,902
Prepaid expenses	71,614	57,596	129,210	-	129,210
Due from related parties	<u>6,883,413</u>	<u>(4,487,557)</u>	<u>2,395,856</u>	<u>(2,395,856)</u>	<u>-</u>
Total current assets	<u>12,348,230</u>	<u>16,724,160</u>	<u>29,072,390</u>	<u>(2,395,856)</u>	<u>26,676,534</u>
PROPERTY					
Land	846,805	2,928,275	3,575,080	-	3,575,080
Buildings and improvements	2,535,854	11,400,371	13,936,225	-	13,936,225
Vehicles and equipment	<u>1,275,872</u>	<u>194,745</u>	<u>1,470,617</u>	<u>-</u>	<u>1,470,617</u>
Total property	4,458,531	14,523,391	18,981,922	-	18,981,922
Less: accumulated depreciation	<u>1,834,900</u>	<u>4,885,157</u>	<u>6,720,057</u>	<u>-</u>	<u>6,720,057</u>
Total property, net	<u>2,623,631</u>	<u>9,638,234</u>	<u>12,261,865</u>	<u>-</u>	<u>12,261,865</u>
OTHER ASSETS					
Restricted cash	<u>30,521</u>	<u>481,445</u>	<u>511,966</u>	<u>-</u>	<u>511,966</u>
TOTAL ASSETS	\$ 15,002,382	\$ 26,843,839	\$ 41,846,221	\$ (2,395,856)	\$ 39,450,365
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	\$ 19,185	\$ 64,471	\$ 83,656	\$ -	\$ 83,656
Accounts payable	769,090	221,933	991,023	-	991,023
Accrued payroll and related expenses	258,248	1,387,920	1,646,168	-	1,646,168
Accrued compensated absences	-	407,125	407,125	-	407,125
Other liabilities	222,094	-	222,094	-	222,094
Refundable advances	4,378,507	12,133	4,390,640	-	4,390,640
Tenant security deposits	30,486	65,271	95,757	-	95,757
Due to other corporations	<u>2,455,141</u>	<u>(59,285)</u>	<u>2,395,856</u>	<u>(2,395,856)</u>	<u>-</u>
Total current liabilities	8,132,751	2,099,568	10,232,319	(2,395,856)	7,836,463
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	<u>163,204</u>	<u>1,742,589</u>	<u>1,905,793</u>	<u>-</u>	<u>1,905,793</u>
Total liabilities	8,295,955	3,842,157	12,138,112	(2,395,856)	9,742,256
NET ASSETS					
Without donor restrictions	<u>6,706,427</u>	<u>23,001,682</u>	<u>29,708,109</u>	<u>-</u>	<u>29,708,109</u>
TOTAL LIABILITIES AND NET ASSETS	\$ 15,002,382	\$ 26,843,839	\$ 41,846,221	\$ (2,395,856)	\$ 39,450,365

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2022**

	<u>SNHS, Inc.</u>	<u>SNHS Management Corporation</u>	<u>Sub-Total</u>	<u>Elimination</u>	<u>Total</u>
REVENUES, GAINS AND OTHER SUPPORT					
Grant revenue	\$ 131,572,939	\$ -	\$ 131,572,939	\$ -	\$ 131,572,939
Program service fees	304,206	850,507	1,154,713	(223,865)	930,848
Local funding	-	162,140	162,140	-	162,140
Rental income	-	1,470,525	1,470,525	(221,737)	1,248,788
Gifts and other contributions	269,875	105,556	375,231	-	375,231
Interest and dividend income	95	403,135	403,230	-	403,230
Unrealized loss on investments	-	(1,101,886)	(1,101,886)	-	(1,101,886)
Miscellaneous	132,760	29,669	162,429	-	162,429
Forgiveness of debt	-	900,000	900,000	-	900,000
Gain (loss) on disposal of property	(2,813)	11,358	8,545	-	8,545
In-kind contributions	992,197	-	992,197	-	992,197
	<u>133,269,059</u>	<u>2,831,004</u>	<u>136,100,063</u>	<u>(445,602)</u>	<u>135,654,461</u>
Total revenues, gains and other support					
EXPENSES					
Program services					
Child development	9,830,207	-	9,830,207	(120,504)	9,709,703
Community services	1,525,612	-	1,525,612	(159,723)	1,365,889
Economic and workforce development	4,868,067	-	4,868,067	(12,579)	4,855,488
Energy	15,628,615	-	15,628,615	(46,830)	15,581,785
Language and literacy	355,546	-	355,546	-	355,546
Housing and homeless	94,243,249	-	94,243,249	(10,660)	94,232,589
Nutrition and health	2,206,243	-	2,206,243	(13,538)	2,192,705
Special projects	1,802,317	-	1,802,317	(3,338)	1,798,981
Volunteer services	109,401	-	109,401	-	109,401
SNHS Management Corporation	-	2,533,713	2,533,713	(74,726)	2,458,985
	<u>130,589,257</u>	<u>2,533,713</u>	<u>133,102,970</u>	<u>(441,898)</u>	<u>132,661,072</u>
Total program services					
Supporting activities					
Management and general	1,981,420	-	1,981,420	(3,704)	1,977,716
	<u>132,550,677</u>	<u>2,533,713</u>	<u>135,084,390</u>	<u>(445,602)</u>	<u>134,638,788</u>
Total expenses					
CHANGE IN NET ASSETS	718,382	297,291	1,015,673	-	1,015,673
NET ASSETS, BEGINNING OF YEAR	<u>5,988,045</u>	<u>22,704,391</u>	<u>28,692,436</u>	<u>-</u>	<u>28,692,436</u>
NET ASSETS, END OF YEAR	<u>\$ 6,706,427</u>	<u>\$ 23,001,682</u>	<u>\$ 29,708,109</u>	<u>\$ -</u>	<u>\$ 29,708,109</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

ASSETS

	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash	\$ 16,249	\$ 30,530
Prepaid expenses	<u>6,648</u>	<u>7,405</u>
Total current assets	<u>22,897</u>	<u>37,935</u>
RESTRICTED CASH		
Insurance escrow	3,120	2,911
Tax escrow	4,959	5,228
Replacement reserves	27,778	21,712
Operating reserve	<u>79,495</u>	<u>79,373</u>
Total restricted cash	<u>115,352</u>	<u>109,224</u>
PROPERTY		
Land	166,600	166,600
Buildings and improvements	<u>598,178</u>	<u>592,108</u>
Total property	764,778	758,708
Less accumulated depreciation	<u>93,216</u>	<u>75,722</u>
Property, net	<u>671,562</u>	<u>682,986</u>
OTHER ASSETS		
Tenant security deposits	<u>14,643</u>	<u>12,884</u>
TOTAL ASSETS	<u>\$ 824,454</u>	<u>\$ 843,029</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of mortgage note payable	\$ 6,769	\$ 6,537
Accounts payable	5,448	2,488
Accrued expenses	<u>49</u>	<u>38</u>
Total current liabilities	<u>12,266</u>	<u>9,063</u>
LONG TERM LIABILITIES		
Due to affiliate	29,575	29,019
Mortgage note payable, less current portion as shown above	174,800	181,569
Tenant security deposits	<u>14,643</u>	<u>12,884</u>
Total long term liabilities	<u>219,018</u>	<u>223,472</u>
Total liabilities	231,284	232,535
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>593,170</u>	<u>610,494</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 824,454</u>	<u>\$ 843,029</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
INCOME		
Rental income	\$ 175,309	\$ 170,685
Interest income	11	12
Interest income restricted	172	211
Other income	<u>5,400</u>	<u>4,159</u>
Total income	<u>180,892</u>	<u>175,067</u>
OPERATING EXPENSES		
Administrative	39,451	31,548
Utilities	45,744	45,016
Maintenance	62,802	62,604
General	<u>26,246</u>	<u>26,772</u>
Total operating expenses	<u>174,243</u>	<u>165,940</u>
INTEREST EXPENSE	<u>6,479</u>	<u>6,704</u>
INCOME BEFORE DEPRECIATION	170	2,423
Depreciation	<u>17,494</u>	<u>16,421</u>
CHANGE IN NET ASSETS	(17,324)	(13,998)
NET ASSETS, BEGINNING OF YEAR	<u>610,494</u>	<u>624,492</u>
NET ASSETS, END OF YEAR	<u>\$ 593,170</u>	<u>\$ 610,494</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ADMINISTRATIVE EXPENSES		
Management fee	\$ 14,400	\$ 14,400
Salaries and wages	6,816	6,781
Fringe benefits	2,043	2,033
Legal	3,971	56
Investment and management fee	6,120	-
Telephone	1,687	3,153
Other administrative expenses	4,414	5,125
	<u>39,451</u>	<u>31,548</u>
Total administrative expenses		
UTILITIES		
Electricity	17,056	19,887
Fuel	15,579	8,177
Water and sewer	11,630	15,713
Other utility expense	1,479	1,239
	<u>45,744</u>	<u>45,016</u>
Total utility expenses		
MAINTENANCE		
Trash removal	2,533	2,245
Snow removal	12,496	10,153
Elevator repairs and contract	3,756	3,718
Custodial supplies	295	72
Repairs, materials	35,522	37,829
Repairs, contract	8,200	8,587
	<u>62,802</u>	<u>62,604</u>
Total maintenance expense		
INTEREST, NHH MORTGAGE NOTE	<u>6,479</u>	<u>6,704</u>
DEPRECIATION	<u>17,494</u>	<u>16,421</u>
GENERAL EXPENSE		
Real estate taxes	19,648	19,163
Payroll taxes	515	516
Retirement benefits	50	631
Workman's compensation	351	385
Insurance	5,682	6,077
	<u>26,246</u>	<u>26,772</u>
Total general expense		
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 198,216</u>	<u>\$ 189,065</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	\$ 157,575	\$ 156,712
HAP rent subsidy	<u>17,734</u>	<u>13,973</u>
Total rental receipts	175,309	170,685
Interest income	11	12
Service income	2,635	2,475
Other income	<u>2,765</u>	<u>1,684</u>
Total rental operations receipts	<u>180,720</u>	<u>174,856</u>
EXPENSES		
Administrative	39,008	30,687
Utilities	41,718	45,016
Maintenance	62,966	65,664
General	25,539	26,772
Interest	<u>6,479</u>	<u>6,704</u>
Total rental operations disbursements	<u>175,710</u>	<u>174,843</u>
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	5,010	13
AMORTIZATION OF MORTGAGE	<u>(6,537)</u>	<u>(6,312)</u>
CASH USED IN RENTAL OPERATIONS AFTER DEBT SERVICE	(1,527)	(6,299)
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	(556)	10,707
Net withdrawals (deposits) from reserve accounts	(6,128)	22,153
Purchase of property	<u>(6,070)</u>	<u>(11,350)</u>
NET INCREASE (DECREASE) IN CASH	(14,281)	15,211
CASH, BEGINNING OF YEAR	<u>30,530</u>	<u>15,319</u>
CASH, END OF YEAR	<u>\$ 16,249</u>	<u>\$ 30,530</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

<u>DESCRIPTION OF FUND:</u>	Balance Beginning of Year	<u>Deposits</u>		<u>Withdrawals</u>	Balance End of Year
		<u>Funding of Reserves</u>	<u>Interest Earned</u>	<u>Expenditures</u>	
Restricted Accounts:					
<u>For the Year Ended July 31, 2022</u>					
Operating reserve	\$ 79,373	\$ -	\$ 122	\$ -	\$ 79,495
Insurance escrow	2,911	6,443	5	(6,239)	3,120
Tax escrow	5,228	19,010	9	(19,288)	4,959
Replacement reserve	<u>21,712</u>	<u>11,850</u>	<u>36</u>	<u>(5,820)</u>	<u>27,778</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	\$ 109,224	\$ 37,303	\$ 172	\$ (31,347)	\$ 115,352
<u>For the Year Ended July 31, 2021</u>					
Operating reserve	\$ 79,253	\$ -	\$ 120	\$ -	\$ 79,373
Insurance escrow	2,791	7,840	7	(7,727)	2,911
Tax escrow	8,531	28,375	21	(31,699)	5,228
Replacement reserve	<u>40,591</u>	<u>10,200</u>	<u>63</u>	<u>(29,142)</u>	<u>21,712</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	\$ 131,166	\$ 46,415	\$ 211	\$ (68,568)	\$ 109,224

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Net loss	\$ (17,324)	\$ (13,998)
<u>Add:</u>		
Depreciation	17,494	16,421
Expenditures from reserve accounts not capitalized	-	29,142
<u>Deduct:</u>		
Interest income from reserve accounts	(172)	(211)
Required principal payments	(6,537)	(6,312)
Required payments to replacement reserves	(11,850)	(10,200)
<u>Add other NHHFA approved items:</u>		
Investor services fee	<u>6,120</u>	<u>-</u>
Cash surplus (deficit)	<u>\$ (12,269)</u>	<u>\$ 14,842</u>

WHISPERING PINES II
(FORMERLY: EPPING SENIOUR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT NO. A199991-046)

YEAR-TO-DATE COMPLIATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

<u>Year</u>	<u>Maximum Allowable Distribution</u>	<u>Distributions Received</u>	<u>Balance</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	243,855	-	487,710
12/31/2003	243,855	5,895	725,670
12/31/2004	243,855	7,200	962,325
12/31/2005	243,855	-	1,206,180
12/31/2006	243,855	6,120	1,443,915
12/31/2007	243,855	-	1,687,770
12/31/2008	243,855	-	1,931,625
12/31/2009	243,855	-	2,175,480
12/31/2010	243,855	-	2,419,335
12/31/2011	243,855	-	2,663,190
12/31/2012	243,855	-	2,907,045
12/31/2013	243,855	7,200	3,143,700
12/31/2014	243,855	-	3,387,555
12/31/2015	243,855	-	3,631,410
7/31/2016	142,249	-	3,773,659
7/31/2017	243,855	-	4,017,514
7/31/2018	243,855	-	4,261,369
7/31/2019	243,855	-	4,505,224
7/31/2020	243,855	-	4,749,079
7/31/2021	243,855	-	4,992,934
7/31/2022	243,855	-	5,236,789

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CURRENT ASSETS		
Cash	\$ 20,017	\$ 17,999
Prepaid expenses	<u>10,768</u>	<u>9,077</u>
Total current assets	<u>30,785</u>	<u>27,076</u>
RESTRICTED CASH		
Tax escrow	6,556	6,552
Replacement reserves	115,584	99,929
Operating reserves	<u>70,051</u>	<u>70,015</u>
Total restricted cash	<u>192,191</u>	<u>176,496</u>
PROPERTY		
Land	176,000	176,000
Buildings and improvements	<u>1,174,605</u>	<u>1,157,330</u>
Total property	1,350,605	1,333,330
Less accumulated depreciation	<u>185,773</u>	<u>153,032</u>
Property, net	<u>1,164,832</u>	<u>1,180,298</u>
OTHER ASSETS		
Tenant security deposits	<u>18,408</u>	<u>16,746</u>
TOTAL ASSETS	<u>\$ 1,406,216</u>	<u>\$ 1,400,616</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	3,944	2,203
Accrued expenses	<u>1,105</u>	<u>1,081</u>
Total current liabilities	<u>5,049</u>	<u>3,284</u>
LONG TERM LIABILITIES		
Due to affiliate	119,202	49,710
Mortgage note payable	270,000	1,170,000
Tenant security deposits	<u>18,408</u>	<u>16,763</u>
Total long term liabilities	<u>407,610</u>	<u>1,236,473</u>
Total liabilities	412,659	1,239,757
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>993,557</u>	<u>160,859</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,406,216</u>	<u>\$ 1,400,616</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
INCOME		
Rental income	\$ 195,796	\$ 206,568
Interest income	10	15
Interest income restricted	93	118
Other income	<u>985</u>	<u>1,527</u>
Total income	<u>196,884</u>	<u>208,228</u>
OPERATING EXPENSES		
Administrative	74,425	53,300
Utilities	59,878	61,643
Maintenance	59,321	48,678
General	<u>37,821</u>	<u>34,420</u>
Total operating expenses	<u>231,445</u>	<u>198,041</u>
INCOME BEFORE DEPRECIATION AND FORGIVENESS OF DEBT	(34,561)	10,187
Depreciation	(32,741)	(31,755)
Forgiveness of debt	<u>900,000</u>	<u>-</u>
CHANGE IN NET ASSETS	832,698	(21,568)
NET ASSETS, BEGINNING OF YEAR	<u>160,859</u>	<u>182,427</u>
NET ASSETS, END OF YEAR	<u>\$ 993,557</u>	<u>\$ 160,859</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ADMINISTRATIVE EXPENSES		
Management fee	\$ 17,688	\$ 17,688
Salaries and wages	42,968	27,751
Fringe benefits	3,843	3,582
Legal	4,563	20
Telephone	1,540	1,446
Other administrative expenses	<u>3,823</u>	<u>2,813</u>
Total administrative expenses	<u>74,425</u>	<u>53,300</u>
UTILITIES		
Electricity	30,929	33,466
Fuel	15,424	14,900
Water and sewer	11,912	11,865
Other utility expense	<u>1,613</u>	<u>1,412</u>
Total utility expenses	<u>59,878</u>	<u>61,643</u>
MAINTENANCE		
Trash removal	2,969	2,862
Snow removal	9,360	7,971
Elevator repairs and contract	5,789	6,238
Custodial supplies	826	1,115
Repairs, materials	33,772	26,098
Repairs, contract	<u>6,605</u>	<u>4,394</u>
Total maintenance expense	<u>59,321</u>	<u>48,678</u>
DEPRECIATION	<u>32,741</u>	<u>31,755</u>
GENERAL EXPENSE		
Real estate taxes	21,938	22,098
Payroll taxes	3,281	2,121
Retirement benefits	2,077	645
Workman's compensation	1,487	1,120
Insurance	<u>9,038</u>	<u>8,436</u>
Total general expense	<u>37,821</u>	<u>34,420</u>
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 264,186</u>	<u>\$ 229,796</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	\$ 172,359	\$ 186,697
HAP rent subsidy	<u>23,437</u>	<u>19,871</u>
Total rental receipts	195,796	206,568
Interest income	10	15
Service income	<u>985</u>	<u>1,527</u>
Total rental operations receipts	<u>196,791</u>	<u>208,110</u>
EXPENSES		
Administrative	74,686	52,844
Utilities	60,838	61,643
Maintenance	56,276	49,371
General	<u>39,512</u>	<u>34,420</u>
Total rental operations disbursements	<u>231,312</u>	<u>198,278</u>
CASH PROVIDED BY (USED IN) RENTAL OPERATIONS	(34,521)	9,832
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	69,492	3,876
Net withdrawals (deposits) from reserve accounts	(15,695)	(15,600)
Transfer to tenant security deposit account	17	2
Purchase of property	<u>(17,275)</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	2,018	(1,890)
CASH, BEGINNING OF YEAR	<u>17,999</u>	<u>19,889</u>
CASH, END OF YEAR	<u>\$ 20,017</u>	<u>\$ 17,999</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

<u>DESCRIPTION OF FUND:</u>		<u>Deposits</u>		<u>Withdrawals</u>	
<u>Restricted Accounts:</u>	<u>Balance</u> <u>Beginning of</u> <u>Year</u>	<u>Funding of</u> <u>Reserves</u>	<u>Interest</u> <u>Earned</u>	<u>Expenditures</u>	<u>Balance</u> <u>End of</u> <u>Year</u>
<u>For the Year Ended July 31, 2022</u>					
Operating reserve	\$ 70,015	\$ -	\$ 36	\$ -	\$ 70,051
Tax escrow	6,552	-	4	-	6,556
Replacement reserve	<u>99,929</u>	<u>15,600</u>	<u>55</u>	<u>-</u>	<u>115,584</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	<u>\$ 176,496</u>	<u>\$ 15,600</u>	<u>\$ 95</u>	<u>\$ -</u>	<u>\$ 192,191</u>
<u>For the Year Ended July 31, 2021</u>					
Operating reserve	\$ 69,966	\$ -	\$ 49	\$ -	\$ 70,015
Tax escrow	6,548	-	4	-	6,552
Replacement reserve	<u>84,264</u>	<u>15,600</u>	<u>65</u>	<u>-</u>	<u>99,929</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	<u>\$ 160,778</u>	<u>\$ 15,600</u>	<u>\$ 118</u>	<u>\$ -</u>	<u>\$ 176,496</u>

J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Net income (loss)	\$ 832,698	\$ (21,568)
<u>Add:</u>		
Depreciation	32,741	31,755
<u>Deduct:</u>		
Interest income from reserve accounts	(93)	(118)
Required payments to replacement reserves	(15,600)	(15,600)
<u>Add other NHHFA approved items:</u>		
Forgiveness of debt income	<u>(900,000)</u>	<u>-</u>
Cash deficit	<u>\$ (50,254)</u>	<u>\$ (5,531)</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION
JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 99,295	\$ 80,916
Prepaid expenses	8,701	7,851
Total current assets	<u>107,996</u>	<u>88,767</u>
RESTRICTED CASH		
Insurance escrow	2,761	3,046
Tax escrow	6,414	6,707
Replacement reserves	207,873	180,572
Operating reserves	68,049	67,945
Total restricted cash	<u>285,097</u>	<u>258,270</u>
PROPERTY		
Land	211,000	211,000
Buildings and improvements	932,700	907,200
Total property	1,143,700	1,118,200
Less accumulated depreciation	<u>99,515</u>	<u>75,935</u>
Property, net	<u>1,044,185</u>	<u>1,042,265</u>
OTHER ASSETS		
Tenant security deposits	<u>16,261</u>	<u>15,517</u>
TOTAL ASSETS	<u>\$ 1,453,539</u>	<u>\$ 1,404,819</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of mortgage note payable	\$ 18,908	\$ 17,642
Accounts payable	29,355	2,214
Accrued expenses	823	38
Deferred revenue	11,695	-
Total current liabilities	<u>60,781</u>	<u>19,894</u>
LONG TERM LIABILITIES		
Due to affiliate	84,358	94,862
Mortgage note payable, less current portion as shown above	832,715	851,614
Tenant security deposits	16,261	15,467
Total long term liabilities	<u>933,334</u>	<u>961,943</u>
Total liabilities	994,115	981,837
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>459,424</u>	<u>422,982</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,453,539</u>	<u>\$ 1,404,819</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
INCOME		
Rental income	\$ 267,614	\$ 266,018
Interest income	44	53
Interest income restricted	435	370
Other income	<u>3,876</u>	<u>3,960</u>
Total income	<u>271,969</u>	<u>270,401</u>
OPERATING EXPENSES		
Administrative	45,122	29,540
Utilities	35,470	34,566
Maintenance	76,135	89,353
General	<u>32,936</u>	<u>32,537</u>
Total operating expenses	<u>189,663</u>	<u>185,996</u>
INTEREST EXPENSE	<u>22,284</u>	<u>23,473</u>
INCOME BEFORE DEPRECIATION	60,022	60,932
Depreciation	<u>23,580</u>	<u>23,580</u>
CHANGE IN NET ASSETS	36,442	37,352
NET ASSETS, BEGINNING OF YEAR	<u>422,982</u>	<u>385,630</u>
NET ASSETS, END OF YEAR	<u>\$ 459,424</u>	<u>\$ 422,982</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ADMINISTRATIVE EXPENSES		
Advertising	\$ 63	\$ 25
Management fee	18,000	18,000
Salaries and wages	13,605	1,909
Fringe benefits	2,476	104
Legal	506	284
Telephone	2,180	2,372
Other administrative expenses	<u>8,292</u>	<u>6,846</u>
Total administrative expenses	<u>45,122</u>	<u>29,540</u>
UTILITIES		
Electricity	20,171	20,810
Fuel	9,093	7,886
Water and sewer	5,064	4,339
Other utility expense	<u>1,142</u>	<u>1,531</u>
Total utility expenses	<u>35,470</u>	<u>34,566</u>
MAINTENANCE		
Trash removal	3,007	2,789
Snow removal	27,185	28,761
Custodial supplies	396	-
Repairs, materials	31,512	37,218
Repairs, contract	<u>14,035</u>	<u>20,585</u>
Total maintenance expense	<u>76,135</u>	<u>89,353</u>
INTEREST	<u>22,284</u>	<u>23,473</u>
DEPRECIATION	<u>23,580</u>	<u>23,580</u>
GENERAL EXPENSE		
Real estate taxes	25,449	26,926
Payroll taxes	1,041	146
Retirement benefits	50	144
Workman's compensation	701	105
Insurance	<u>5,695</u>	<u>5,216</u>
Total general expense	<u>32,936</u>	<u>32,537</u>
TOTAL RENTAL OPERATIONS EXPENSES	<u>\$ 235,527</u>	<u>\$ 233,049</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF RECEIPTS AND DISBURSEMENTS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
SOURCES OF FUNDS:		
Rental operations		
INCOME		
Tenant paid rent	\$ 137,382	\$ 123,489
HAP rent subsidy	<u>141,927</u>	<u>142,529</u>
Total rental receipts	279,309	266,018
Interest income	44	53
Service income	2,435	2,670
Other income	<u>1,441</u>	<u>1,290</u>
Total rental operations receipts	<u>283,229</u>	<u>270,031</u>
EXPENSES		
Administrative	45,102	29,444
Utilities	33,401	34,566
Maintenance	75,290	87,482
General	33,759	32,537
Interest	<u>22,284</u>	<u>23,473</u>
Total rental operations disbursements	<u>209,836</u>	<u>207,502</u>
CASH PROVIDED BY RENTAL OPERATIONS BEFORE AMORTIZATION OF MORTGAGE	73,393	62,529
AMORTIZATION OF MORTGAGE	<u>(17,633)</u>	<u>(16,445)</u>
CASH PROVIDED BY RENTAL OPERATIONS AFTER DEBT SERVICE	55,760	46,084
OTHER DISBURSEMENTS		
Net receipts (payments) from management agent	(10,504)	(38,652)
Net withdrawals (deposits) from reserve accounts	(26,827)	(27,326)
Transfer tenant security deposits	<u>(50)</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	18,379	(19,894)
CASH, BEGINNING OF YEAR	<u>80,916</u>	<u>100,810</u>
CASH, END OF YEAR	<u>\$ 99,295</u>	<u>\$ 80,916</u>

SHERBURNE WOODS
(FORMERLY:SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO.HAP PBA 901-02-05)

SCHEDULES OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

<u>DESCRIPTION OF FUND:</u>	Balance Beginning of Year	<u>Deposits</u>		<u>Withdrawals</u>	Balance End of Year
		<u>Funding of Reserves</u>	<u>Interest Earned</u>	<u>Expenditures</u>	
Restricted Accounts:					
<u>For the Year Ended July 31, 2022</u>					
Operating reserve	\$ 67,945	\$ -	\$ 104	\$ -	\$ 68,049
Insurance escrow	3,046	5,230	5	(5,520)	2,761
Tax escrow	6,707	26,828	25	(27,146)	6,414
Replacement reserve	<u>180,572</u>	<u>27,000</u>	<u>301</u>	<u>-</u>	<u>207,873</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	<u>\$ 258,270</u>	<u>\$ 59,058</u>	<u>\$ 435</u>	<u>\$ (32,666)</u>	<u>\$ 285,097</u>
<u>For the Year Ended July 31, 2021</u>					
Operating reserve	\$ 67,842	\$ -	\$ 103	\$ -	\$ 67,945
Insurance escrow	3,480	5,219	7	(5,660)	3,046
Tax escrow	5,927	27,749	13	(26,982)	6,707
Replacement reserve	<u>153,325</u>	<u>27,000</u>	<u>247</u>	<u>-</u>	<u>180,572</u>
TOTAL RESTRICTED CASH RESERVES AND ESCROWS	<u>\$ 230,574</u>	<u>\$ 59,968</u>	<u>\$ 370</u>	<u>\$ (32,642)</u>	<u>\$ 258,270</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

SCHEDULES OF SURPLUS CASH
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Net income	\$ 36,442	\$ 37,352
<u>Add:</u>		
Depreciation	23,580	23,580
<u>Deduct:</u>		
Interest income from reserve accounts	(435)	(370)
Required principal payments	(17,633)	(16,445)
Required payments to replacement reserves	<u>(27,000)</u>	<u>(27,000)</u>
 Surplus cash	 <u>\$ 14,954</u>	 <u>\$ 17,117</u>

SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT NO. HAP PBA 901-02-05)

YEAR-TO-DATE COMPLIATION OF OWNERS' FEE/DISTRIBUTION
FOR THE YEARS ENDED JULY 31, 2022 AND 2021

<u>Year</u>	<u>Maximum Allowable Distribution</u>	<u>Distributions Received</u>	<u>Balance</u>
12/31/2003	\$ 113,850	\$ -	\$ 113,850
12/31/2004	113,850	-	227,700
12/31/2005	113,850	-	341,550
12/31/2006	113,850	-	455,400
12/31/2007	113,850	-	569,250
12/31/2008	113,850	-	683,100
12/31/2009	113,850	-	796,950
12/31/2010	113,850	-	910,800
12/31/2011	113,850	-	1,024,650
12/31/2012	113,850	-	1,138,500
12/31/2013	113,850	-	1,252,350
12/31/2014	113,850	-	1,366,200
12/31/2015	113,850	-	1,480,050
12/31/2016	113,850	-	1,593,900
12/31/2017	113,850	-	1,707,750
7/31/2018	66,413	-	1,774,163
7/31/2019	113,850	-	1,888,013
7/31/2020	113,850	-	2,001,863
7/31/2021	113,850	-	2,115,713
7/31/2022	113,850	-	2,229,563

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>ASSISTANCE LISTING NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
<u>U.S. Department of Agriculture</u>				
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	214NH703W1003	\$ 1,320,366
Child and Adult Care Food Program Food Distribution Cluster	10.558	State of NH, Department of Education		738,731
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	202120Y800544	27,550
Child Nutrition Cluster Summer Food Service Program for Children	10.559	State of NH, Department of Education		<u>130,817</u>
Total U.S. Department of Agriculture				<u>\$ 2,217,464</u>
<u>U.S. Department of Housing and Urban Development</u>				
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	E-21-DC-33-0001	\$ 71,544
Section 8 Project-Based Cluster Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			<u>552,949</u>
Total U.S. Department of Housing and Urban Development				<u>\$ 624,493</u>
<u>U.S. Department of Labor</u>				
WIOA Cluster WIOA Adult Program	17.258	State of NH, Dept of Resources and Economic Development	02-6000618	<u>\$ 2,208,527</u>
Total U.S. Department of Labor/WIOA Cluster				<u>\$ 2,208,527</u>
<u>U.S. Department of Education</u>				
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Manchester	\$ 64,035
Adult Education - Basic Grants to States	84.002	State of NH, Department of Education	67011-ABE Portsmouth	<u>60,310</u> 124,345
Total U.S. Department of Education				<u>\$ 124,345</u>
<u>U.S. Department of Treasury</u>				
Emergency Rental Assistance Program	21.023	City of Manchester	B-20-MW-33-0001	\$ 1,654
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	56,359,262
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERAE0019	37,378,952
Emergency Rental Assistance Program	21.023	New Hampshire Housing Authority	ERA0012 AND ERA0435	<u>647,367</u> 94,387,235
Total U.S. Department of Treasury				<u>\$ 94,387,235</u>

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>ASSISTANCE LISTING NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME</u>	<u>GRANTOR'S NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
Corporation for National and Community Services				
Retired and Senior Volunteer Program	94.002		20SRANH002	\$ 103,204
Total Corporation for National and Community Services				\$ 103,204
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	DE-EE0007935	\$ 764,316
Total U.S. Department of Energy				\$ 764,316
U.S. Department of Health & Human Services				
Aging Cluster				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	18AANHT355	\$ 14,868
ARPA-Title III, Part B, Grants for Supportive Service	93.044	State of NH, Office of Energy & Planning	18AANHT355	8,397
				\$ 23,263
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	18NHTANF	669,181
Temporary Assistance for Needy Families	93.558	State of NH, DHHS	18NHTANF	1,521,299
				2,190,460
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2101NHLIEA & 2101NHLIEA	4,871,686
CV-Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	2001NHE5C3	184,146
ARPA-Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	LIHEAP ARP22 & LIHEAP-US-DHHS	7,618,990
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	2101NHLIEA	658,598
				13,313,420
Community Services Block Grant	93.569	State of NH, DHHS	G-19B1NHCOSR	1,385,732
CV- Community Services Block Grant	93.569	State of NH, DHHS	2001NHCSC3	130,818
				1,516,550
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS	G-19B1NHCOSR	48,397
Head Start Cluster				
Head Start/Early Head Start	93.600		01CH01060204	7,015,968
Early Head Start Childcare Partnership	93.600		01HP00024101 & 01HP00024101C3	23,643
CV-Early Head Start	93.600		01CH01060202C3	4,523
CV-Head Start	93.600		01HE0004740101	199,278
ARPA-Head Start/Early Head Start	93.600		01HE0004740101	313,589
				7,556,981

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
<u>U.S. Department of Health & Human Services (continued)</u>				
<u>CCDF Cluster</u>				
Child Care and Development Block Grants	93.575	State of NH, DSSH	2101NHCCDF	1,386,143
CRSSA-Child Care and Development Block Grants	93.575	State of NH, DSSH		127
ARPA-Child Care and Development Block Grants	93.575	State of NH, DSSH	2101NHCCDF	80,876
Child Care Mandatory Matching Funds	93.596	State of NH, DSSH	2101NHCCDF	<u>557,701</u>
				2,024,847
Preschool Development Grant Birth through five	93.434	University of New Hampshire	90TP0060	<u>64,665</u>
Total U.S. Department of Health & Human Services				<u>\$ 26,738,383</u>
<u>U.S. Department of Homeland Security</u>				
Emergency Food and Shelter National Board Program	97.024	Regional United Way Agency		<u>18,397</u>
Total U.S. Department of Homeland Security				<u>\$ 18,397</u>
TOTAL				<u>\$ 127,186,364</u>

See Notes to Schedule of Expenditures of Federal Awards

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2022**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and Affiliate under programs of the federal government for the year ended July 31, 2022. 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 Southern New Hampshire Services, Inc. and Affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 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 the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southern New Hampshire Services, Inc. and Affiliate has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 SUBRECIPIENTS

Southern New Hampshire Services, Inc. had no subrecipients for the year ended July 31, 2022.

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
Southern New Hampshire Services, Inc. and Affiliate

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 combined financial statements of Southern New Hampshire Services, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the statement of financial position as of July 31, 2022, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 2, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered Southern New Hampshire Services, Inc. and Affiliate's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate'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 or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

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

Purpose of This Report

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

*Scone McDermott & Roberts
Professional Association*

Dover, New Hampshire
February 2, 2023

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

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**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
Southern New Hampshire Services, Inc. and Affiliate

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. and Affiliate's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and Affiliate's major federal programs for the year ended July 31, 2022. Southern New Hampshire Services, Inc. and Affiliate's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southern New Hampshire Services, Inc. and Affiliate 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 July 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Southern New Hampshire Services, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Southern New Hampshire Services, Inc. and Affiliate's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Southern New Hampshire Services, Inc. and Affiliate's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Southern New Hampshire Services, Inc. and Affiliate's compliance with the requirements of each major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Southern New Hampshire Services, Inc. and Affiliate's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Southern New Hampshire Services, Inc. and Affiliate's internal control over compliance. Accordingly, no such opinion is expressed.

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

Report on Internal Control over Compliance

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

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

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

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

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
February 2, 2023

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JULY 31, 2022**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the combined 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*. No material weaknesses are reported.
3. No instances of noncompliance material to the combined financial statements of Southern New Hampshire Services, Inc. and Affiliate, 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 are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southern New Hampshire Services, Inc. and Affiliate expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Head Start, ALN 93.600, Community Services Block Grant, ALN 93.569; and U.S. Department of Treasury; and Emergency Rental Assistance Program, ALN 21.023;
8. The threshold for distinguishing Type A and B programs was \$3,000,000.
9. Southern New Hampshire Services, Inc. and Affiliate was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JULY 31, 2022**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended July 31, 2021.



Southern New Hampshire Services, Inc.
Board of Directors
August 2023

Senator Lou D'Allesandro, Chairman
Dr. Kevin Moriarty, Vice Chairman
Thomas Mullins, Esq., Treasurer
Orville Kerr, Secretary
Representative Sherm Packard
Commissioner Toni Pappas
James Brown
Molliy Driver
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz
Peter Ramsey

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

The Community Action Partnership serving Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel

August 2023

Title	Name	Annual Salary	Percentage	Amount
Chief Executive Officer	Donnalee Lozeau	\$207,735	0.00%	0
Chief Operating Officer	Ryan Clouthier	\$133,260	0.00%	0
Chief Financial Officer	James Chaisson	\$145,200	0.00%	0

DONNALEE LOZEAU

Community/Civic Involvement- Current

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

Community/Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

EXPERIENCE

Southern New Hampshire Services, Inc. (www.SNHS.org) Manchester, NH (January 2016-Present)

Chief Executive Officer

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

City of Nashua, New Hampshire (2008-2016) – Elected

Mayor

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

Southern New Hampshire Services, Inc. (1993 – 2008) Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

Past Community/Civic Involvement Continued

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

NH State Representative, Hillsborough County, District 30 (1984 – 2000)-Elected

Deputy Speaker of the NH House of Representatives (1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
 - Subcommittee on Offenders, Chairman
 - Space and Prison Programming
 - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991)

City Streets Diner, (2000 – 2003) Nashua, NH Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

RYAN CLOUTHIER



OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



EXPERIENCE

Chief Operating Officer | Southern New Hampshire Services Inc. FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc. 2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc. 2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unital, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc. 2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.
2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity
2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training. BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSEL VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration