COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

27

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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

July 10, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into an amendment to an existing **SOLE SOURCE** contract with Southwestern Community Services, Inc, Keene, NH (Vendor #177511), to supplement the Agency's Building Weatherization Program by increasing the price limitation by $120,000 from $557,059 to $677,059 using additional Low-Income Home Energy Assistance Program (LIHEAP), from the U.S. Department of Health and Human Services, Administration for Children and Families and by extending the completion date from September 30, 2024 to December 31, 2024, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on December 21, 2022, Item #60, and amended on September 20, 2023, Item #94.

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

New Hampshire Department of Energy, Fuel Assistance	FY2025
02-52-52-520510-33540000-074-500587	
Grants for Pub Assist & Relief	$120,000

EXPLANATION

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

The Department is responsible for administering New Hampshire's statewide Weatherization Assistance Program (WAP). The objective of the program is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled,

households with children, and households with high-energy usage. The funding in this contract will supplement WAP work.

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) funding in this contract will allow the Community Action Agency to effectively and efficiently increase the number of homes receiving heating system improvements and/or weatherization services in the program year which begins upon G&C approval. The Department estimates that approximately 15 additional homes will be assisted in the CAA's service area as a result of the additional funding.

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

Respectfully submitted,

Jared S. Chicoine
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: BUILDING WEATHERIZATION PROGRAM (BWP) CONTRACT
SOUTHWESTERN COMMUNITY SERVICES, INC

AMENDMENT #2

This Amendment is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Southwestern Community Services, Inc., 63 Community Way, PO Box 603, Keene, Cheshire County, NH 03431 (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on December 21, 2022, Item #60, and amended on September 20, 2023, Item #94, the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, the State and the Contractor have agreed to amend the Agreement in certain respects.

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1) **Amendment and Modification of Agreement**. The Agreement is amended and modified as follows:

   A) Completion Date: Amend Subparagraph 1.7 of the Agreement by striking the current completion date of September 30, 2024 and inserting in place thereof the date of December 31, 2024.

   B) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of $557,059 and inserting in place thereof the total sum of $677,059.

   C) Exhibit C – Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of $557,059 and inserting in place thereof the total sum of $677,059.

   D) Amend Exhibit C, second paragraph by striking the current sum of $27,853 and inserting for administrative costs $33,853.

E) Amend Exhibit C, second paragraph by striking the current sum of $529,206 and inserting for program costs $643,206.

2) **Continuance of Agreement**. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

STATE OF NEW HAMPSHIRE
NH Department of Energy

Date: 6/10/24

By: _____
Jared Chicoine, Commissioner

Southwestern Community Services, Inc.

Date: 06/06/24

By: Beth Daniels, CEO
(Name & Title of Person Authorized to Sign)

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

Date: 6/11/2024

By: _____
Assistant Attorney General

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2024.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 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: **65514**

Certificate Number: **0006663003**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kevin Watterson hereby certify that:
(Name of the elected Clerk/Secretary/Officer of Corporation/LLC)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community 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 June 18, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc. to enter into contracts or agreements with
(Name of Corporation/ LLC)

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 **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: 6/6/2024

Kevin L Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2023

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
The Hilb Group New England, LLC
PO Box 606
Keene NH 03431

CONTACT NAME: Ana O'Donnell, CPIW, CIC
PHONE (A/C, No, Ext): (877) 352-2121 FAX (A/C, No):
E-MAIL ADDRESS: aodonnell@hilbgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: Granite State Healthcare & Human Services Trust	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Southwestern Community Services Inc.
63 Community Way
PO Box 603
Keene NH 03431

COVERAGES CERTIFICATE NUMBER: 24/25 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2636316	01/01/2024	01/01/2025	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 - COMP/OP AGG	$ 2,000,000
							Professional Liability	$ 1m / 2m
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB893672	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A		HCHS20242000036	01/01/2024	01/01/2025	[X] PER STATUTE [ ] 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

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

3a state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

CERTIFICATE HOLDER

State of New Hampshire
Department of Energy
21 South Fruit St, Ste 10
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

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COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

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TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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

Authorize the New Hampshire Department of Energy (Department) to enter into an amendment to an existing **SOLE SOURCE** contract with Southwestern Community Services, Inc. (VC #177511), Keene, NH, to supplement the Agency's Weatherization Assistance Program by increasing the price limitation by $474,980 from $82,079 to $557,059 using additional Low-Income Home Energy Assistance Program (LIHEAP), from the U.S. Department of Health and Human Services, Administration for Children and Families and by extending the completion date from December 31, 2023 to September 30, 2024, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on December 21, 2022, Item #60.

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

New Hampshire Department of Energy, Fuel Assistance	FY2024
02-52-52-520510-33540000-074-500587	
Grants for Pub Assist & Relief	$474,980

EXPLANATION

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

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

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) funding in this contract will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of homes receiving heating system improvements and/or full weatherization services in the program year which begins upon G&C approval. The Department estimates that approximately 59 additional homes will be assisted in the CAA's service area as a result of the supplemental funding.

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

Respectfully submitted,

Jared Chicoine
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: BUILDING WEATHERIZATION PROGRAM (BWP) CONTRACT
SOUTHWESTERN COMMUNITY SERVICES, INC.

AMENDMENT

This Amendment dated August 17, 2023, is between the State of New Hampshire Department of Energy, 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Southwestern Community Services, Inc., 63 Community Way, P.O. Box 603, Keene, Cheshire County, NH 03431 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), as approved by Governor and Council on December 21, 2022 (Item #60), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement**. The Agreement is amended and modified as follows:

   A) Completion Date: Amend Subparagraph 1.7 of the Agreement by striking the current completion date of December 31, 2023 and inserting in place thereof the date of September 30, 2024.

   B) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the current sum of $82,079 and inserting in place thereof the total sum of $557,059.

   C) Exhibit C – Payment Terms: Amend Exhibit C, first paragraph by striking the current sum of $82,079 and inserting in place thereof the total sum of $557,059.

   Amend Exhibit C, third paragraph by striking the current sum of $4,104 and inserting for administrative costs $27,853.

Amend Exhibit C, third paragraph by striking the current sum of $77,975 and inserting for program costs $529,206.

D) Exhibit D: Amend period covered by this certification to "upon Governor and Council approval through September 30, 2024."

E) Exhibit E: Amend contract period dates to "upon Governor and Council approval through September 30, 2024."

2. **Continuance of Agreement**. Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
NH Department of Energy

By: _____
Jared Chicoine, Commissioner

Southwestern Community Services, Inc.

By: Beth Daniels, CEO
(Name & Title of Person Authorized to Sign)

State of New Hampshire
County of Cheshire

On this 21 day of August, 2023, before me. Heather Amer, the undersigned officer, personally appeared Beth Daniels, who acknowledged himself/herself to be the CEO of Southwestern Community Services, Inc., a corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

Heather Amer
Notary Public/Justice of the Peace
My Commission expires:
June 10, 2025

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: _____

Assistant Attorney General

Date: 9/1/2023

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on SEP 20 2023, 2023.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: SECRETARY OF STATE

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 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: 65514
Certificate Number: 0006194063

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kevin Watterson hereby certify that:
(Name of the elected Clerk/Secretary/Officer of Corporation/LLC)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community 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 June 18, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc. to enter into contracts or agreements with
(Name of Corporation/ LLC)

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 **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: 8/21/2023

Kevin R. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2023

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
The Hilb Group New England, LLC
PO Box 606
Keene NH 03431

CONTACT NAME: Ana O'Donnell, CPIW, CIC
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: aodonnell@hilbgroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Co	18058
INSURER B:	Granite State Healthcare & Human Services Trust	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Southwestern Community Services Inc.
63 Community Way
PO Box 603
Keene NH 03431

COVERAGES CERTIFICATE NUMBER: 23/24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2571652	06/30/2023	01/01/2024	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 - COMP/OP AGG	$ 2,000,000
							PROFESSIONAL	$ 1M / 2M
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2571655	06/30/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB870401	06/30/2023	01/01/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20232000038	04/01/2023	01/01/2024	[X] PER STATUTE [ ] 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

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

3a state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

CERTIFICATE HOLDER
State of New Hampshire
Department of Energy
21 South Fruit St Ste 10
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

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COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Elms, Jr.

STATE OF NEW HAMPSHIRE DEC08'22 AM11:49 RCVD

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TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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

December 7, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (NH Energy) to enter into a **SOLE SOURCE** contract with Southwestern Community Services, Inc. (VC #177511), Keene, NH, in the amount of $82,079 to supplement the Agency's Weatherization Assistance Program (WAP), effective upon Governor and Executive Council approval through December 31, 2023. 100% Federal Funds. (LIHEAP-US DHHS)

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

New Hampshire Department of Energy, Fuel Assistance	FY2023
02-52-52-520010-33540000-074-500587	
Grants for Pub Assist & Relief	$82,079

EXPLANATION

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

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

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) funding in this contract will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of homes receiving heating system improvements and/or full weatherization services in the program year

which begins upon G&C approval. NH Energy estimates that approximately 12 additional homes will be assisted in the CAA's service area as a result of the supplemental funding.

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

Respectfully submitted,

Jared Chicoine
Commissioner
New Hampshire Department of Energy

NH Energy LEI #TNVELXNKAF57

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Energy	1.2 State Agency Address 21 South Fruit Street, Suite 10 Concord, New Hampshire 03301
1.3 Contractor Name Southwestern Community Services, Inc.	1.4 Contractor Address 63 Community Way Keene, NH 03431
1.5 Contractor Phone Number (603) 352-7512 / 1.6 Account Number 02-52-52-520010-33540000-074-500587 52BWP23	1.7 Completion Date December 31, 2023 / 1.8 Price Limitation $82,079
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager	1.10 State Agency Telephone Number (603) 271-3670
1.11 Contractor Signature Beth Daniels Date: 11/04/22	1.12 Name and Title of Contractor Signatory Beth Daniels, Chief Executive Officer
1.13 State Agency Signature Date: 11/	1.14 Name and Title of State Agency Signatory Jared Chicoine, Commissioner New Hampshire Department of Energy
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: 12/6/2022	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: 60 G&C Meeting Date: DEC 21 2022	

SECRETARY OF STATE

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement; including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT A

SPECIAL PROVISIONS

1. 2 CFR 200, as amended, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The New Hampshire Department of Energy (NH Energy) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Program.

2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

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

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

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

4. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principals.

5. Program and financial records pertaining to this contract shall be retained by the NH Energy and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334 – Retention Requirements for Records.

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6. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within forty-five (45) days of the completion date (Agreement Block 1.7).
7. The following paragraphs shall be added to the general provisions:

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

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

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

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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT B

SCOPE OF SERVICES

1. Southwestern Community Services, hereinafter "the Contractor," agrees to utilize the Building Weatherization Program (BWP) funds, which are the subject of this contract and which have their origin in the federal Low Income Home Energy Assistance Program (LIHEAP), to provide eligible clients with weatherization services, including heating system repair and replacement services, which meet the requirements and standards for LIHEAP weatherization work as modified and approved in the FY23 New Hampshire LIHEAP State Plan. In addition, all work completed using BWP funds will be in accordance with the fiscal requirements of regulations set forth in 2 CFR 200 as amended, and will be guided and implemented as directed by the New Hampshire Department of Energy (NH Energy) in this contract and, from time to time, in BWP Subgrantee Notices or other communications. The Contractor agrees to revise BWP practices and procedures to incorporate instructions from NH Energy.

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

2. This BWP contract period, to be known as "BWP23," will commence upon approval of this contract by the Governor and Executive Council, and will have a completion date of December 31, 2023, also subject to the approval of the Governor and Executive Council.

3. BWP funds, which are the subject of this contract, shall not be expended for health and safety purposes. However, in projects where BWP money is used without any federal Weatherization Assistance Program (WAP) money involved – in other words, where there is no money for the installation of health and safety measures – then that BWP project may include the cost of incidental repair measures (see the NH Policies and Procedures Manual) if, by so doing, the cumulative SIR for the entire project is not brought down to below 1.

4. No portion of the BWP funding in this contract is set aside for training and technical assistance (T&TA). However, Contractor may choose to expend some or all of the designated administrative funds on T&TA activities. Appropriate back-up and justification for the use of those funds will be required by NH Energy prior to reimbursement.

5. During the contract period, the Contractor agrees to complete weatherization services on the number of units that is the result of dividing the Contractor's PY23 BWP allocation by $6,500. NH Energy understands that the actual number of BWP completions will likely differ from that number due to the unpredictability of heating system costs, etc., but NH Energy expects to see monthly BWP payment requests from the Contractor in order to monitor BWP spending progress. Unit completions will be done to the standards and expectations presented in LIHEAP weatherization guidance, this contract, and the NH WAP *Policies and Procedures Manual*, 2019 edition, section on BWP management.
   a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. NH Energy reserves the right to review progress under this contract

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at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.

b. All funds provided to the Contractor under this agreement must be expended by December 31, 2023.

6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire must meet the minimum specifications defined in the US Department of Energy's Quality Work Plan (QWP) and the associated Standard Work Specifications (SWS). While BWP work is to be managed mostly under DOE rules, and is therefore not subject to all of the same specifications and requirements as WAP work, Contractor will manage BWP work in a manner which provides clients with weatherization outcomes similar to those achieved under WAP guidance whenever possible. The occasions when WAP rules must apply to BWP work are set out in this document (Exhibit B).

7. Client eligibility for BWP-funded weatherization work should generally be the same as for WAP-funded weatherization work: client income is to be no greater than 60% of the state median income (SMI).

8. BWP money may be "leveraged" (used in combination) with any other weatherization funding source. If WAP/DOE money is used in a dwelling weatherization project, and if the Subgrantee wishes to count that project as a WAP/DOE completion, then the project must have at least one energy conservation measure that meets the SIR test; that measure (or those measures) must be paid for with WAP dollars, and the final inspection of the whole job must be done by a current BPI certified Quality Control Inspector (QCI) and declared "WAP complete, ready for reimbursement."

9. BWP money may be used for either full dwelling weatherization upgrades or for heating system improvements alone. Contractor is obligated under this contract to expend at least 50% of the contracted BWP amount on heating system repairs and/or replacements.
   a. The PY23 BWP package of forms (see item 12b, below) for reporting BWP expenditures will include columns to make clear whenever BWP money was used:
      i. for restoration of heating services (repair or replacement of inoperable heating equipment),
      ii. for prevention of heating system service loss (repair or replacement to avoid approaching failure), or
      iii. for supplementing or fully supporting a whole house weatherization project, with space to report when heating system work paid for with BWP funds is part of that whole house upgrade.

10. The maximum amount of BWP money to be spent on any one dwelling project without an approved waiver is $12,000. If the BWP budget for any one project must exceed that amount, a waiver must be received from NH Energy. NH Energy will review all waiver requests promptly and will provide approval when possible. However, applying the expenditure guidelines in the FY23 NH LIHEAP State Plan, NH Energy will not approve total BWP expenditures on any one dwelling weatherization project that exceed $15,000. This total is cumulative, summing the BWP expenditures made during all visits to that dwelling (including amounts from program years in which the name of the LIHEAP-funded weatherization program may have been different).

11. BWP production includes:

a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a TREAT model prepared by a qualified (BPI-certified) Building Analyst or Energy Auditor or Quality Control Inspector who has developed the work plan (the energy conservation measures – ECMs – to be installed) using either the "benefit/cost ratio" (B/C) methodology as defined by the utilities' Home Energy Assistance (HEA) program or the "savings to investment ratio" (SIR) methodology as defined by the US DOE for use in WAP. The SIR methodology must be used to justify the installation of any ECMs which are to be paid for with WAP funds.

b. Final inspections which determine:
   i. whether the project's work plan was appropriate and complete, taking into account the methodology – B/C or SIR – used by the energy auditor to select the ECMs to be installed, the pre-weatherization condition of the building, etc.
   ii. whether that appropriate work plan was fully and effectively implemented in the dwelling, providing the client with a comprehensive energy-saving weatherization outcome, or, in the case of heating system only improvements, providing the client with a safe and efficient and fully operational home heating system.

c. In projects where BWP money is used alongside WAP money in the same dwelling (and there may be other funding sources as well), that project's ECMs which are to be paid for using BWP and/or WAP funds must be completed using the WAP rules and standards, including the installation of only those measures which individually achieve an SIR equal to or greater than 1, the use of a certified Quality Control Inspector to perform the final inspection, etc.

d. In projects where no WAP money is involved, the final BWP inspection may be performed by a person holding a current BPI certification in at least one of the following areas: Building Analyst, Energy Auditor, or Quality Control Inspector.

e. Because BWP money is not WAP money, BWP money may be used in weatherization upgrades to dwellings which have received WAP-funded or BWP-funded upgrades more recently than the 15-year rolling time period which governs WAP re-weatherization by presenting a waiver request to NH Energy. However:
   i. re-weatherization should be done sparingly, remembering that there are thousands of potential clients who have received no weatherization services at all;
   ii. care should be taken, as always, to avoid even the appearance of favoritism;
   iii. all BWP-funded second visits to previously weatherized dwellings, whether that weatherization work was done with WAP or BWP or HEA funds, must be preceded by receipt of an approved waiver from NH Energy.

12. The tracking of BWP jobs will include:
   a. Contractor preparation and maintenance of a client file on every BWP job. Contractor will utilize a filing protocol which allows recovery of the file when checking future jobs against previous weatherization work performed at that address, etc., even if no WAP money was used. Future CAP agency WAP Directors need to be able to check on weatherization work completed in dwellings, even when WAP money was not involved.
   b. The use of a separate BWP reimbursement request package/spreadsheet package supplied by NH Energy. All jobs with any BWP money invested must be submitted for reimbursement on the BWP set of forms. If a particular job also includes the use of any WAP money, then that job will have to be submitted for WAP reimbursement as well, using the WAP reimbursement

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request forms. Therefore, if a single weatherization job uses funds from two different weatherization funding sources managed by NH Energy, that job must be submitted to NH Energy twice in order for it to be reimbursed for the correct amount from each source.

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

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the services set forth in Exhibit B, the State agrees to pay the Contractor, Southwestern Community Services up to the total sum of:

$82,079	(which hereinafter is referred to as the "Contracted Amount"), of which
$4,104	is the maximum to be spent on DWP related administrative costs;
$77,975	(the balance) to be spent on weatherization activities (Program Activity).

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

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

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

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

Initials BD Date 11/04/22

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT D

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

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

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

2 Industrial Park Drive
Concord, NH 03301

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

Southwestern Community Services, Inc.	upon Governor and Executive Council approval through December 31, 2023
Contractor Name	Period Covered by this Certification

Beth Daniels, Chief Executive Officer
Name and Title of Authorized Contractor Representative

Beth Daniels — 11/04/22
Contractor Representative Signature — Date

Initials BD Date 11/04/22

Award # G-2201NHLIEA
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NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):
- Community Services Block Grant
- **Low-Income Home Energy Assistance Program**
- HRRP Program
- **BWP Program**

Contract Period: upon Governor and Executive Council approval through December 31, 2023

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Beth Daniels — Beth Daniels, Chief Executive Officer

Contractor Representative Signature — Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name — Date

Initials BD Date 11/04/22

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NEW HAMPSHIRE DEPARTMENT OF ENERGY
STANDARD EXHIBIT F

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

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

Instructions for Certification

(1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy (NH Energy) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when NH Energy determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the NH Energy to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76.

(6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NH Energy.

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

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NH Energy may terminate this transaction for cause or default.

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

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

(11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Beth Daniels — Beth Daniels, Chief Executive Officer
Contractor Representative Signature — Contractor's Representative Title

Southwestern Community Services, Inc. — 11/04/22
Contractor Name — Date

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Beth Daniels
Contractor Representative Signature

Beth Daniels, Chief Executive Officer
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

11/04/22
Date

Initials BD Date 11/04/22

Award # G-2201NHLIEA
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NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

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

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

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

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

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

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

Beth Daniels
Contractor Representative Signature

Beth Daniels, Chief Executive Officer
Contractor's Representative Title

Southwestern Community Services, Inc.
Contractor Name

11/04/22
Date

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DOEF 1600.5 (06-94)
OMB Control No 1910-0400
All Other Editions Are Obsolete

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT I

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

OMB Burden Disclosure Statement

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

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

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

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

Subrecipient Assurance

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

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

Data Collection and Access to Records

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

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

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

Applicant Certification

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

Beth Daniels, Chief Executive Officer Signature Beth Daniels Date 11/04/22

Southwestern Community Services, Inc.
63 Community Way
Keene, NH 03431
(603) 352-7512

Initials BD Date 11/04/22

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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 $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (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 $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

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

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

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

Beth Daniels — Beth Daniels, Chief Executive Officer

(Contractor Representative Signature) — (Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc. — 11/04/22

(Contractor Name) — (Date)

Initials BD Date 11/04/22

Award #G-2201NHLIEA
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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 Unique Entity Identifier (UEI) number for your entity is: HMUUXK8MBJC3

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT K

CERTIFICIATION REGARDING NHPA and NEPA COMPLIANCE FOR WAP22

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq., rules promulgated thereunder (40 CFR Parts 1500-1508, guidance documents issued by the Office of Management and Budget or the US Department of Energy (USDOE), New Hampshire's DOE executed Historic Preservation Programmatic Agreement, and USDOE Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-WAP-2022A (NEPA Determination-WAP22).

The Grantee agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) and New Hampshire's DOE executed Historic Preservation Programmatic Agreement prior to authorizing the use of funds.

The Grantee agrees that it will not fund activities that are not "Allowable Activities" pursuant to the NEPA Determination-WAP22, which include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.

2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.

3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.

4. Weatherization activities provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:

- a. Building Shell Measures:
  - i. Install insulation where needed
  - ii. Perform air sealing
  - iii. Repair and replace windows, storm windows, install window film, awnings and solar screens
- b. Mechanical Measures:
  - i. Clean, tune, repair, or replace heating and/or cooling systems
  - ii. Install duct and heating pipe insulation
  - iii. Repair leaks in heating/cooling ducts
  - iv. Install programmable thermostats
  - v. Repair/replace domestic water heaters
  - vi. Install domestic hot water heater tank insulation
- c. Electric and Water Measures:
  - i. Install efficient light sources
  - ii. Install low-flow showerheads
  - iii. Replace inefficient refrigerators with energy-efficient models

5. Energy-related health and safety measures (per Weatherization Program Notice 22-7, or the most current guidance) provided that activities adhere to the requirements of New Hampshire's DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:

a. Combustion appliance safety inspections
b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
c. Gas and bulk fuel leak inspections
d. Testing and/or containment, removal or disposal of lead, asbestos, mold, moisture, refrigerant, mercury, and other materials so WAP activities may be completed
e. Conduct radon testing and precautionary measures, including but not limited to, sump pump covers, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls and foundation penetrations
f. Inspect and install carbon monoxide and smoke alarms
g. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust

6. Incidental and necessary energy-related repairs and replacements limited to:
a. Repair/replace damaged windows and doors
b. Electrical and plumbing repairs

7. Readiness activities focused on structural, health, and safety issues required before weatherization measures can be completed, provided that activities adhere to the requirements of the respective New Hampshire's DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, and are limited to:
a. Repair/replace damaged windows and doors
b. Electrical and plumbing repairs
c. Roof repairs
d. Interior and exterior wall repairs
e. Ceiling repairs
f. Floor repairs
g. Foundation or subspace (crawl space) repairs
h. Exterior drainage repairs limited to gutter repair or replacement, trimming shrubs, and/or grading in close proximity to the perimeter of the foundation.

8. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that activities adhere to the requirements of New Hampshire's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, do not require ground disturbance, no trees are removed, and limited to:
a. PV systems appropriately sized that do not exceed 60 kW
b. Solar hot water heating systems appropriately sized that do not exceed 200,000 BTU/HR
c. Battery storage, if applicable, attached to a structure (e.g. inside a garage) and not visible from the public right of way

Activities/projects not listed above, including ground disturbing activities and tree removal; activities where the following elements exist: extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project; and activities restricted elsewhere in Award No. DE-EE00100001.0000 are not "Allowable Activities."

Activities that do not qualify as "Allowable Activities" as defined above are subject to additional NEPA review, which requires additional documentation and submission of an environmental questionnaire. If the Contractor wants to fund activities that do not qualify as "Allowable Activities," then Contractor agrees to notify NHDOE WAP Administrator, and to seek NEPA review through the NHDOE WAP Administrator. Activities requiring NEPA review are not authorized for Federal funding and the

Contractor may not undertake or fund those activities unless and until the USDOE Contracting Officer, through the NHDOE WAP Administrator, provides written authorization for those activities.

The Contractor agrees to document conformance with the Allowable Activities listed above before commencement of any project.

The Contractor agrees to complete the online USDOE training on NEPA and Historic Preservation at www.energy.gov/node/4816816.

Beth Daniels — Chief Executive Officer

Grantee Representative Signature — Grantee's Representative Title

Southwestern Community Services, Inc. — 11/04/22

Grantee Name — Date

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 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: 65514

Certificate Number: 0005755656

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I. Kevin Watterson, Clerk/Secretary of Southwestern Community Services, Inc.
(Name) (Corporation name)

(Hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly (State)
elected and acting ~~Clerk/Secretary~~/Officer of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on June 18, 2021, such authority

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

Beth Daniels (Name)	Chief Executive Officer (Position)
(Name)	(Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (State of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

Kevin D. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chair, Board of Directors

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On this 4th day of November, 2022, before me, Heather Amer the undersigned Officer, personally appeared Kevin Watterson who acknowledged himself to be the Officer of Southwestern Community Services, Inc., a corporation and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Heather Amer
Notary Public/Justice of the Peace

Commission Expiration Date:

HEATHER M. AMER - Notary Public
State of New Hampshire
My Commission Expires June 10, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

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

Clark Mortenson Insurance
PO Box 808
Keene NH 03431

CONTACT NAME: Ann O'Donnell, CPIW, CIC
PHONE (AC, No, Ext): (603) 352-2121 **FAX (AC, No):** (603) 357-8491
E-MAIL ADDRESS: aodonnell@nhbgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURER B: Maine Employers Mut Ins Co	11149
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Southwestern Community Services Inc
63 Community Way
PO Box 603
Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** 2022 to 2023 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2431768	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102600768	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$1,000,000 $2,000,000

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

33 State NH
All officers included for coverage

CERTIFICATE HOLDER

NH Department of Energy
21 South Fruit Street Ste 10
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

Nate Munce

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Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED MAY 31, 2021
AND
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED MAY 31, 2021

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Combining Statement of Cash Flows	7

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Management is responsible for the accompanying combined financial statements of Southwestern Community Services, Inc. and related companies, which comprise the combined balance sheet as of May 31, 2021, and the related combined statements of operations and partners' equity / net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these combined financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the combined financial statements, they might influence the user's conclusions about the companies' financial position, results of operations / changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information on pages 5 through 7 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED BALANCE SHEET
MAY 31, 2021

ASSETS

CURRENT ASSETS	
Cash and cash equivalents	$ 2,104,664
Accounts receivable	1,790,071
Prepaid expenses	288,375
Notes receivable	2,357
Total current assets	4,183,367
PROPERTY	
Land and buildings	67,205,538
Vehicles and equipment	565,380
Furniture and fixtures	2,210,902
Total property	69,981,820
Less accumulated depreciation	27,400,820
Property, net	42,581,000
OTHER ASSETS	
Investment in related parties	138,001
Due from related parties	55,138
Cash escrow and reserve funds	3,933,351
Security deposits	218,806
Other assets	384
Total other assets	4,345,680
Total assets	$ 51,110,047

LIABILITIES AND PARTNERS' EQUITY / NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 347,265
Accrued expenses	376,938
Accrued payroll and payroll taxes	244,003
Other current liabilities	148,854
Refundable advances / prepaid rent	746,090
Current portion of long term debt	142,174
Total current liabilities	2,005,324
NONCURRENT LIABILITIES	
Long term debt, less current portion shown above	33,687,629
Economic Injury Disaster Loan	150,000
Tenant security deposits	112,221
Total noncurrent liabilities	33,949,850
Total liabilities	35,955,174
PARTNERS' EQUITY / NET ASSETS	
Partners' equity	13,763,954
Transferred capital	(2,853,948)
Net assets without donor restrictions	3,689,018
Net assets with donor restrictions	555,849
Total partners' equity / net assets	15,154,873
Total liabilities and partners' equity / net assets	$ 51,110,047

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED STATEMENT OF OPERATIONS AND PARTNERS' EQUITY / NET ASSETS
FOR THE YEAR ENDED MAY 31, 2021

REVENUES AND OTHER SUPPORT	
Government contracts	$ 14,451,497
Program service fees	2,708,803
Rental income	4,245,966
Support	601,638
Sponsorship	21,703
Interest income	1,402
Forgiveness of debt	518,501
Miscellaneous revenue	301,541
In-kind contributions	65,414
Total revenues and other support	22,916,565
EXPENSES	
Program services	
Home energy programs	5,559,497
Education and nutrition	2,602,661
Homeless programs	6,398,535
Housing services	4,038,572
Economic development services	621,784
Other programs	742,810
Total program services	19,963,859
Supporting activities	
Management and general	2,351,218
Total expenses	21,315,077
INCOME FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUES AND EXPENSES	1,601,488
DEPRECIATION AND OTHER REVENUES AND EXPENSES	
Depreciation	(2,337,490)
Loss on investment in limited partnerships	(60,897)
Total depreciation and other revenues and expenses	(2,398,387)
NET LOSS / CHANGE IN NET ASSETS	(796,899)
PARTNERS' EQUITY / NET ASSETS, BEGINNING OF YEAR	16,103,809
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	(152,037)
PARTNERS' EQUITY / NET ASSETS, END OF YEAR	$ 15,154,873

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MAY 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss / change in net assets	$ (796,699)
Adjustments to reconcile net loss / changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,337,490
Loss on investment in limited partnerships	60,897
Forgiveness of debt	(518,501)
(Increase) decrease in assets:	
Accounts receivable	(579,761)
Prepaid expenses	5,138
Due from related parties	3,929
Security deposits	(4,041)
Increase (decrease) in liabilities:	
Accounts payable	(9,415)
Accrued expenses	41,330
Accrued payroll and payroll taxes	15,609
Other current liabilities	(300)
Refundable advances / prepaid rent	438,256
Tenant security deposits	987
NET CASH PROVIDED BY OPERATING ACTIVITIES	992,779
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property	(509,079)
NET CASH USED IN INVESTING ACTIVITIES	(509,079)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from long term debt	85,000
Repayment of long term debt	(476,467)
Proceeds from Economic Injury Disaster Loan	150,000
Distributed partner capital	(152,334)
NET CASH USED IN FINANCING ACTIVITIES	(393,801)
NET INCREASE IN CASH AND RESTRICTED CASH	89,899
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	5,948,016
CASH AND RESTRICTED CASH, END OF YEAR	$ 6,037,915

See Independent Accountants' Compilation Report

[illegible]

CONSOLIDATED BALANCE SHEET
[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ASSETS													
CURRENT ASSETS													
Cash and cash equivalents	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
Accounts receivable	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Prepaid expenses	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Notes receivable	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total current assets	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PROPERTY													
Land and buildings	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Vehicles and equipment	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Furniture and fixtures	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total property	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Less accumulated depreciation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Property, net	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
OTHER ASSETS													
Investment in affiliated entities	[illegible]												[illegible]
Due from affiliated entities	[illegible]												[illegible]
Cash escrow and reserve funds	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Security deposits	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Other assets	[illegible]												[illegible]
Total other assets	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Total assets	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$	$	$ [illegible]
LIABILITIES AND PARTNERS' EQUITY / NET ASSETS (DEFICIT)													
CURRENT LIABILITIES													
Accounts payable	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$	$	$ [illegible]
Accrued expenses	[illegible]							[illegible]	[illegible]				[illegible]
Accrued payroll and payroll taxes	[illegible]												[illegible]
Other current liabilities	[illegible]												[illegible]
Refundable advances / prepaid rent	[illegible]	[illegible]		[illegible]	[illegible]			[illegible]	[illegible]				[illegible]
Current portion of long term debt	[illegible]												[illegible]
Total current liabilities	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
NONCURRENT LIABILITIES													
Long term debt, less current portion shown above	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Economic Injury Disaster Loan	[illegible]												[illegible]
Tenant security deposits		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				[illegible]
Total noncurrent liabilities	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Total liabilities	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
PARTNERS' EQUITY / NET ASSETS (DEFICIT)													
Partners' equity					[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Transferred equity											[illegible]	[illegible]	[illegible]
Net assets limited without donor restrictions	[illegible]	[illegible]	[illegible]	[illegible]									[illegible]
Net assets with donor restrictions	[illegible]		[illegible]	[illegible]									[illegible]
Total partners' equity / net assets (deficit)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
Total liabilities and partners' equity / net assets (deficit)	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$	$	$ [illegible]

[illegible]

[illegible]

[illegible]

	[illegible]														
	Without Donor Restrictions	With Donor Restrictions	Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
REVENUES AND OTHER SUPPORT															
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
Total revenues and other support	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NET ASSETS RELEASED FROM RESTRICTIONS	[illegible]	[illegible]													
Total revenues, other support, and net assets released from restrictions	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EXPENSES															
Program services															
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
[illegible]	[illegible]		[illegible]												[illegible]
Total program services	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Supporting activities															
Management and general	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total expenses	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
EXCESS FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUES AND EXPENSES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
DEPRECIATION AND OTHER REVENUES AND EXPENSES															
Depreciation	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Loss on termination in limited partnerships	[illegible]		[illegible]												[illegible]
Total depreciation and other revenues and expenses	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NET LOSS / CHANGE IN NET ASSETS (DEFICIT)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PARTNERS' EQUITY / NET ASSETS (DEFICIT), BEGINNING OF YEAR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	[illegible]		[illegible]				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PARTNERS' EQUITY / NET ASSETS (DEFICIT), END OF YEAR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]

[illegible]

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CASH FLOWS FROM OPERATING ACTIVITIES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Change in net assets (deficit)													
Adjustments to reconcile changes in net assets (deficit) to net cash (used in) operating activities:													
Depreciation and amortization	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Loss on investment in limited partnerships	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Forgiveness of debt	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Proceeds (losses) to assets:													
Accounts receivable	[illegible]	-	-	-	-	[illegible]	-	-	[illegible]	-	[illegible]	[illegible]	[illegible]
Prepaid expenses	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Due from related parties	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Security deposits	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]
Increase (decrease) in liabilities:													
Accounts payable	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Accrued expenses	[illegible]	-	-	-	-	-	-	[illegible]	-	-	-	[illegible]	[illegible]
Accrued interest and interest loans	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Other current liabilities	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Prepaid rent, expenses / deposit rent	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	[illegible]	-	[illegible]	[illegible]	[illegible]	[illegible]
Tenant security deposits	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	-	[illegible]
NET CASH PROVIDED BY OPERATING ACTIVITIES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CASH FLOWS FROM INVESTING ACTIVITIES													
Purchase of property	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]
NET CASH USED IN INVESTING ACTIVITIES	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]
CASH FLOWS FROM FINANCING ACTIVITIES													
Proceeds from long term debt	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Repayment of long term debt	[illegible]	-	-	[illegible]	[illegible]	-	[illegible]	-	[illegible]	[illegible]	[illegible]	-	[illegible]
Proceeds from Economic Injury Disaster Loan	[illegible]	-	-	-	-	-	-	-	-	-	-	-	[illegible]
Contributed partner capital	-	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	[illegible]	-	-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	[illegible]
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	[illegible]	-	-	-	-	-	-	-	-	-	[illegible]	[illegible]	-
CASH AND RESTRICTED CASH, END OF YEAR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	-	-	[illegible]

Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies *(retired)*	**David Edkins, Vice-Chair** Town of Walpole
	Dominic Perkins, Secretary Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

KEY ADMINISTRATIVE PERSONNEL

NH DEPT OF ENERGY

Agency Name: Southwestern Community Services, Inc.

Program Name:WAP BWP23

Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Beth Daniels, Chief Executive Officer	$118,000	0.00%	$0.00
Gabriel Leonard, Energy Conservation Manager	$60,000	12.00%	$7,200.00

Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Executive Officer 07/2021 – Present

- Oversight of agency
- Working closely with the Board of Directors
- Supervision of Senior Staff
- Agency compliance

Chief Operating Officer 03/2016 – 07/2021

- Oversight for all general operations of the agency
- Supervision of Program Directors
- Agency-wide initiatives
- Grant compliance

Director of Energy and Employment Programs 10/2008 – 02/2015

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

Career Navigator, Families at Work 04/2006 – 10/2008

Second Start, Concord, NH

Career Development Specialist 11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

Southwestern Community Services, Inc., Keene, NH

Case Manager, Homeless Services 09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

Case Manager, Welfare-to-Work 05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS

Education and Training

Leadership Monadnock 2016

Grant Writing Workshop 05/2012
Cheshire County

Nonviolent Crisis Intervention 2012
Crisis Prevention Institute, Inc.

Leadership Training 2010-2011
Tad Dwyer Consulting

Criticism & Discipline Skills for Managers 11/2007
CareerTrack

How to Supervise People 11/2007
CareerTrack

Career Development Facilitator Training 09/2005
National Career Development Association
120-hour NCDA training

Certified Workforce Development Specialist 06/2005
National Association of Workforce Development Professionals

Infection Control & Bloodborne Pathogens 01/2003
Home Health Care

Bachelor of Arts in Human Services 05/2002
Franklin Pierce College
Graduated cum laude

Projects/Appointments

Current Board Member, Monadnock Collaborate

Current Member, Executive Committee, Leadership Council for Healthy Monadnock

Current Member, Sullivan Count Public Health Advisory Council

Created Emerging Leaders Program, SCS

References Available

Gabriel Leonard

Employment History

Southwestern Community Services (Keene, NH) **Energy Conservation Director** July 2021- Present

Energy Conservation Manager Aug 2016- July 2021

- Responsible for the oversight & supervision of the Energy Conservation Program.
- Handle in-progress monitoring of weatherization projects, preparation of requisite work order changes, and documentation of the historical nature of individual projects.
- Create work orders for projects based on field notes & project modeling software supplied by other Energy Auditors.
- Supervise daily schedules & duties of the EC staff.
- Maintain yearly, monthly, daily, invoicing, tracking & paperwork for the EC program.
- Communicate effectively with clients, contractors and government organizations to foster positive communication for successful project completions.
- Coordinate disbursements of multiple program budgets to ensure maximum project impact and fiscal competency each program year.

All Seasons Construction Corp. (Springfield, VT) **Assistant Project Manager** Nov 2015- Aug 2016

- Responsible for supporting Project Manager in the planning, management direction, project completion, client satisfaction, and financial outcome of assigned construction projects.
- Create estimates within Sage project management software.
- Supports the Project Manager functions such as monthly forecasts, estimating, and budgeting.
- Assists in ensuring that all documentation meets internal standards, procedures and specifications.
- Ensures good, transparent and effective reporting and documentation.
- Delivers all documents in a timely manner so that progress can be fully communicated.
- Communicates with Site Manager for site project documentations.
- Responsible for verifying blueprints and construction process on multiple build phases.

New Hampshire Employment Security (Claremont, NH) **DVOP Employment Specialist** Jan 2015- Nov 2015

- Disabled Veterans Outreach Program (DVOP) Specialist facilitated workforce services for veterans, others eligible and employers.
- Provided specialized workforce services for veterans, especially veterans with barriers to employment, i.e., job development services for veterans, refer veterans to employment/training opportunities, provide counseling/guidance, and assist veterans with other workforce services (resume assistance, labor market information, job search workshops, one-stop career center orientation, etc.).

HURLEY OFFICE SOLUTIONS (Randolph, VT) **Project Manager** Nov 2009- Sep 2014

- Provided site supervision on a diverse range of commercial office installation projects. Tailored custom solutions to customer needs.
- Managed, hired and trained a team of seven employees. Created and implemented a customer service standard for the organization.
- Developed relationships with third party sales representatives to sell Hurley Office Solutions' services.
- Negotiated bids, responded to RFPs and successfully closed contracts.
- Analyzed the business and marketplace and created a strategic plan for the organization that included new marketing, human resources, job site and documentation plans.

BASIC PSA (Johnstown, PA/ Kennebunk, ME) **Snubber Removal & Reinstallation Technician**

VC Summer Nuclear Power Station Oct 2012 – Nov 2012
Susquehanna Nuclear Power Station Mar 2012 - Apr 2012

- Evaluated, removed & reinstalled nuclear snubbers, mechanical and hydraulic shock absorbers, to prevent unwanted activity during scheduled power outages paying close attention to all safety protocols and procedures.

IBZ CONTRACTING (Spring Valley, NY) **Heavy Equipment Operator** Jul 2008 - Aug 2009

- Managed heavy equipment for a waterfront restoration and worked closely with EPA inspectors and project engineers.

FULLTIME MANAGEMENT (New York, NY) **Property Manager** Jan 2008 - May 2008

- Managed multiple residential properties, with responsibilities including general upkeep, small repairs and tenant relations.

FINESTKIND HANDYCRAFTSMEN (Kitsap County, WA) **Proprietor** Dec 2004 - Jan 2007

- Coordinated contracts for construction, successfully managed crew and contracts to ensure timely and satisfactory completion of projects.
- Provided services including finish carpentry, masonry, drywall, interior / exterior painting, residential electrical and plumbing, landscaping, roofing, and decking.

UNITED STATES NAVY (Bremerton, WA & San Diego, CA) Nov 2002 - Dec 2007
USS John C Stennis, CVN 74, Kitsap Navy Base & Coronado Navy Base

Aviation Ordnance Specialist Supervisor Nov 2004 - Dec 2007
Aviation Ordnance Specialist Nov 2002 - Nov 2004

- Instructed, supervised and evaluated the performance of 60 personnel and oversaw $1 billion plus of highly sensitive weapons and navy specific heavy equipment.
- Communicated effectively in diverse and hostile environments, both with personnel and upper management under stressful conditions.

Education

GRANITE STATE COLLEGE (Concord, NH) B.S. Business Management, GPA 3.72 magna cum laude 2014

CPR CERTIFIED NATIONAL HEART ASSOCIATION 2015

ASSOCIATED TRAINING SERVICES (Portsmouth, NH) Heavy Equipment Operation School 2008

NAVY LEADERSHIP PROGRAM (USS John C Stennis, CVN 74) 2004