COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

81

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 25, 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 a **SOLE SOURCE** contract amendment with Community Action Partnership of Strafford County (CAPSC), Dover, NH, Vendor #177200, by increasing the Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP) contract amount by $1,486,995 from $1,303,164 to $2,790,159, increase their allowable Average Cost Per Dwelling Unit (ACPU) from $8,009 to $8,445, increase their allowable percentage of Health and Safety (H&S) funding from 8% to 15%, add clarifying language regarding the inclusion of documents as a legal component of the contract, effective upon Governor and Executive Council approval through June 30, 2027. The original contract was approved by the Governor and Executive Council on December 21, 2022 item #053. **100% Federal Funds**

Funding in account BIL WAP for FY25 through FY27 is anticipated to be available upon Fiscal Committee and Governor and Executive Council approval of an accept and expend of remaining BIL WAP funds at a later date, with the authority to adjust encumbrances between fiscal years through the budget office if needed and justified.

02-52-52-520010-62610000-074-500587

Fiscal Year	Current Contract Amount	Increase (Decrease)	Revised Contract Amount
2023	$238,365	$0	$238,365
2024	$238,365	$0	$238,365
2025	$275,478	$495,665	$771,143
2026	$275,478	$495,665	$771,143
2027	$275,478	$495,665	$771,143
Totals	**$1,303,164**	**$1,486,995**	**$2,790,159**

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 (WAP) 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 augment WAP work.

These contract amendments to the federal BIL WAP will optimize the federal allowances for ACPU and H&S expenditures, clarify policy requirements, and increase funding at CAPSC where there is excess weatherization capacity. These outcomes will support CAPSC efforts to increase the number of homes receiving full weatherization services effectively and efficiently in the program years that began on July 1, 2022, and expires June 30, 2027.

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: BIPARTISAN INFRASTRUCTURE LAW WEATHERIZATION ASSISTANCE PROGRAM (BIL WAP) CONTRACT

AMENDMENT # 1

This Amendment is between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Partnership of Strafford County, 577 Central Avenue, Suite 10, Dover, Strafford County, NH 03820 (hereinafter the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the Contract), approved by the Governor and Executive Council on December 21, 2022, Item #53, the Contractor has agreed to provide certain services, per the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 17 of the Contract, the Contract 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 Contract in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties hereto do hereby agree as follows:

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

   A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the sum of $1,303,164 and inserting in place thereof the sum of $2,790,159.

   B) Exhibit A, incorporating documents as legally binding contract requirements: Amend #1 by adding: "and the documents referenced above." to the last sentence of #1.

   C) Exhibit B, Contractor Production: Amend #5 by deleting the current sum of $8,000 and inserting in place thereof the sum of $8,445.

   D) Exhibit B, Grant Expenditures: Amend paragraph #11 by deleting the current sum of $8,009 and inserting in place thereof the sum of $8,445.

E) Exhibit C, Payment Terms, Contractor WAP-BIL Grant Allocation: Amend paragraph #1, to reflect changes in grant funding available to Community Action Partnership of Strafford County:

1. Amend by deleting the current sum of $1,303,164 and inserting in place thereof the sum of $2,790,159;
2. Amend by deleting the current sum of $116,809 and inserting in place thereof the sum of $269,984;
3. Amend by deleting the current sum of $8,565 and inserting in place thereof the sum of $283,983; and
4. Amend by deleting the current sum of $1,040,314 and inserting in place thereof the sum of $2,098,716.

2. **Effective Date of Amendment:** This Amendment shall take effect upon Governor and Executive Council approval.

3. **Continuance of Contract**. 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 Contract as it existed immediately prior to this Amendment.

IN WITNESS WHEREOF, the Parties hereto have set their hands the dates written below.

Community Action Partnership of Strafford County

By: _____ Date: 8/27/24
Betsey Andrews Parker, Chief Executive Officer

STATE OF NEW HAMPSHIRE
Department of Energy

_____ Date: 8/26/24
Jared S. Chicoine, Commissioner

Approval by the Attorney General's Office (Form, Substance and Execution)

_____ Date: 9/5/2024
Print Name and Title

Approval by the Governor and Executive Council

G&C Meeting Date:_____ G&C Item #: _____

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 COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 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: **65583**

Certificate Number: **0006664113**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

Jean Miccolo hereby certify that:

1. I am duly elected Treasurer of Community Action Partnership of Strafford County.

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 November 15, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Betsey Andrews Parker, CEO and Leslie Craigen, CFO are duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: July 26, 2024

Signature of Elected Officer

Name: Jean Miccolo

Title: Treasurer

Notary - Brandy Barshaw

Date 7-26-24

Expiration - 4-10-29

BRANDY BARSHAW
NOTARY PUBLIC
MY COMMISSION EXPIRES
4-10-29
STATE OF NEW HAMPSHIRE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2024

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

CGI Insurance, Inc.
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hanover Insurance Company	22292
INSURER B:	Eastern Alliance	10724
INSURER C:	Philadelphia Indemnity	23850
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Community Action Partnership of Strafford County
DBA: Strafford CAP
577 Central St, Ste 10
Dover 03820

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **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 [X] Abuse Liability: $1M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			ZHVA192135 11	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWVA156930	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVA192136	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
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		01000011379-2024A	07/01/2024	07/01/2025	[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
C	Directors & Officers EPLI with Crime			PHSD1807749-007	07/01/2024	07/01/2025	Aggregate	$8,000,000
							Per Claim	$3,000,000
							Crime Aggregate	$1,000,000

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

Workers Compensation 3A State: NH

CERTIFICATE HOLDER

State of NH; NH Dept of Energy
Weatherization Program
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

DEC07'22 AM11:17 RCVD

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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

December 21, 2022

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

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (NH Energy) to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County (VC #177200), Dover, NH, in the amount of $1,303,164.00 to supplement the Department's Weatherization Assistance Program with Bipartisan Infrastructure Law (BIL) funds, effective upon Governor and Executive Council approval through June 30, 2027. 100% Federal Funds.

Funding is available for FY23 and funding for FY24 through FY27 is anticipated to be available upon Fiscal Committee and Governor and Executive Council approval of an accept and expend of the remaining BIL WAP funds at a later date, with the authority to adjust encumbrances between fiscal years through the budget office if needed and justified.

New Hampshire Department of Energy, WAP BIL
02-52-52-520010-XXXX0000-074-500587
Grants for Pub Assist & Relief

FY2023	FY2024	FY2025	FY2026	FY2027	TOTAL
$238,365	$238,365	$275,478	$275,478	$275,478	$1,303,164

2) Further request authorization to advance Community Action Partnership of Strafford County $47,572 from the above-reference contract amount.

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 augment WAP work.

The federal Bi-partisan Infrastructure Law (BIL) funding in this contract will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of homes receiving full weatherization services in the program years that began on July 1, 2022, and extends out to June 30, 2027. While not being combined with the regular annual federal WAP allocation to NH, this BIL funding will be used for the same purposes and will significantly augment the weatherization work to be completed by the CAA.

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

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 Community Action Partnership of Strafford County	1.4 Contractor Address 577 Central Street, Suite 10, Dover, NH 03820
1.5 Contractor Phone Number (603) 435-2500 1.6 Account Number 02-52-52-520010-XXXX0000-074-500587	1.7 Completion Date June 30, 2027 1.8 Price Limitation $1,303,164
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager	1.10 State Agency Telephone Number (603) 271-3670
1.11 Contractor Signature Date: 11/4/22	1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, CEO
1.13 State Agency Signature Date: 11/7/22	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: G&C Meeting Date:	

Contractor Initials BAP
Date 11/4/22

Award # DE-EE00100001
CFDA #81.042

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.

Contractor Initials Eap
Date 11/4/22

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

Contractor Initials Eap
Date 11/4/22

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials Eap
Date 11/4/22

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Contractor Initials Eap
Date 11/4/22

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-BIL (NHWAP-BIL) 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 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 costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principals as amended by 2 CFR Part 910.

4. Program and financial records pertaining to this contract shall be retained by 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.

5. 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).

6. 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.

7. 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

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Award # DE-EE00100001, CFDA #81.042

Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance; Buy America Build America, and Certification Regarding NHPA and NEPA Compliance for WAP-BIL.

8. 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 NH Energy.

9. 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.)

10. STATE INSPECTION: Without limiting the rights established under paragraphs 7 and 9 of the general provisions, NH Energy, USDOE, Health and Human Services, the Comptroller General of the United States, or any duly authorized representatives shall be permitted to inspect project and program sites, interview workers, and inspect and monitor financial payroll records and transactions, and shall be permitted access to any books, documents, papers, and records of the Contractor or its subcontractors or grantees, which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

11. FOREIGN NATIONAL INVOLVEMENT: Project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

12. PRIVACY PROTECTIONS: Grantee is required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

    A balancing test must be used in applying Exemption (b)(6) in order to determine:

    i. whether a significant privacy interest would be invaded;

    ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

13. The Contractor shall comply with the US DOE Interim Conflict of Interest Policy Requirements for Financial Assistance, Department of Energy Financial Assistance Regulations, Financial Assistance Letter No. FAL 2022-02 dated December 20, 2021, which implements 2 CFR 200.112 by June 18, 2023.

14. Funds shall not be used to assist projects, in whole or in part, in multifamily buildings with more than four units.

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

16. These provisions shall be required of all sub-contractors and subgrantees.

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT B

SCOPE OF SERVICES

1. Community Action Partnership of Strafford County (CAPSC), hereinafter "the Contractor," agrees to utilize the Bi-Partisan Infrastructure Law (BIL) funds, which are the subject of this contract, to provide eligible clients with Weatherization Assistance Program (WAP) services, including heating system repair and replacement services, which meet the requirements and standards for the NH WAP. In addition, all expenditures for work completed using BIL 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 Subgrantee Notices or other communications. Contractor agrees to incorporate changes to the rules regarding the expending of NH WAP BIL money from time to time, 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 BIL contract period, to be known as "NH WAP BIL," will commence upon approval of this contract by the Governor and Executive Council and will have a completion date of June 30, 2027.

3. BIL funds, which are the subject of this contract, shall have all of the characteristics – and limitations – of the Congressionally allocated annual WAP dollars, that is: some dollars will be allocated for program production (weatherized homes), some for administration, some for health and safety expenses, some for training and technical assistance activities. See Exhibit C of this contract.

4. Some portion of the BIL funding in this contract is set aside for training and technical assistance (T&TA) activities. Contractor may use these funds for appropriate training and technical assistance activities, such as to recruit and train new personnel, maintain and strengthen the knowledge, skills, and abilities of existing weatherization personnel, whether direct employees of the Agency, or employees of subcontractors, etc. Appropriate back-up documentation 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 dwelling units that is the result of dividing the Contractor's BIL production allocation by $8,000. NH Energy understands that the actual number of BIL completions will likely differ from that number due to the unpredictability of labor and materials costs over the five-year period of performance, but NH Energy expects to see monthly BIL payment requests from the Contractor in order to monitor BIL spending progress. Unit completions will comply with the standards and expectations presented in WAP guidance documents, this contract, the NH WAP Field Guide, the NH WAP *Policies and Procedures Manual*, and the NH WAP BIL State Plan which has been approved for the particular program year in which any one completion is being presented for reimbursement.
   a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. NH Energy reserves the right to review progress under this contract at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.
   b. All funds provided to the Contractor under this contract agreement must be expended by June 30, 2027.

6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire is required to meet the minimum specifications defined in the US Department of Energy's Quality Work Plan (QWP) guidance and in the associated Standard Work Specifications (SWS). The BIL money which is the subject of this contract, because it, too, is considered to be WAP money, shall be managed to the same specifications and for the same outcomes.

7. Client eligibility for BIL-funded weatherization work will be the same as for the annually funded WAP weatherization work: client household income, in order to be eligible for WAP BIL services, is to be no greater than 60% of the state median income (SMI).

8. Residential dwelling (building) eligibility for BIL-funded weatherization work will be the same as residential dwelling eligibility under the rules for annually funded WAP weatherization work. However, the two WAP funding streams – annual and BIL – cannot be combined on any one job.

9. BIL money may be "leveraged" (used in combination) with any other weatherization funding source *except annual WAP money*.

10. WAP completions using WAP BIL funds are to be achieved using the same definition of "completion" as used in the WAP annual funds program: If the Subgrantee wishes to count a project as a WAP BIL 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 BIL dollars (and there must be no WAP annual fund dollars anywhere in the project), 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."

11. The rules governing expenditure of WAP BIL money on any one project are the same as those governing WAP annual money: There is no absolute ceiling on single project expenses, but at the end of the BIL period of performance (June 30, 2027), the average cost per unit completed in the state, aggregated over all five Subgrantees, must not exceed $8009.

12. WAP BIL production includes:

    a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a software model of the building using the audit software tool that is approved by US DOE for use in New Hampshire. That software model must be 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 from either WAP funding stream.

    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, safe, efficient, and fully operational energy-saving weatherization outcome.

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c. WAP BIL money, like WAP annual money, may not be used in weatherization upgrades to dwellings which have received WAP-funded or BIL-funded upgrades more recently than the 15-year rolling "look back" time period which governs WAP re-weatherization.

d. Re-weatherization may be undertaken with WAP BIL money, but the following should be kept in mind:

   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.

13. The tracking of WAP BIL jobs will include:
   a. Contractor (Subgrantee) preparation and maintenance of a client file on every WAP BIL 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 BIL reimbursement request spreadsheet package supplied by NH Energy. All jobs with any BIL money invested must be submitted for reimbursement on the BIL set of forms. If a particular job also includes the use of any BWP money, for instance, then that job will have to be submitted for WAP BIL reimbursement as well as BWP reimbursement, on two separate reimbursement request forms. There can never be a single job seeking reimbursement from both the WAP BIL funding stream and the WAP annual funding stream.

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, Community Action Partnership of Strafford County, up to the total sum of:

$1,303,164.00	(which hereinafter is referred to as the "Contracted Amount"), of which
$116,809.00	may be expended for Administration,
$137,476.00	may be expended for Training & Technical Assistance,
$8,565.00	may be expended for Health & Safety measures,
$1,040,314.00	(the balance), to be spent on weatherization activities (Program Activity)

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

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;

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.

Community Action Partnership of Strafford County
Contractor Name

July 1, 2022, to June 30, 2027
Period Covered by this Certification

Betsey Andrews Parker, Chief Executive Officer
Name and Title of Authorized Contractor Representative

Contractor Representative Signature

11/4/22
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):
Weatherization BIL

Contract Period: July 1, 2022, to June 30, 2027

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-l.

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

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

Contractor Representative Signature — Betsey Andrews Parker, Chief Executive Officer
Contractor's Representative Title

Community Action Partnership of Strafford County — 11/4/22
Contractor Name — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY
STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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.

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 (l) (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.

Betsey Andrews Parker, Chief Executive Officer
Contractor Representative Signature — Contractor's Representative Title

Community Action Partnership of Strafford County — 11/4/22
Contractor Name — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Representative Signature

Betsey Andrews Parker, Chief Executive Officer
Contractor's Representative Title

Community Action Partnership of Strafford County
Contractor Name

11/4/22
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

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

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

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

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

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

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

Contractor Representative Signature

Betsey Andrews Parker, Chief Executive Officer
Contractor's Representative Title

Community Action Partnership of Strafford County
Contractor Name

11/4/22
Date

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.

Community Action Partnership of Strafford County. (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 subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

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with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

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

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

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

Applicant Certification

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

Betsey Andrews Parker, CEO Signature _____ Date 11/4/22

Community Action Partnership of Strafford County
577 Central Ave., Suite 10
Dover, NH 03820

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) Principal 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.

Betsey Andrews Parker, CEO

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

Community Action Partnership of Strafford County 11/4/22

(Contractor Name). (Date)

Initials Eap Date 11/4/22

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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: Z3KKLWND4993

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

____NO X YES

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

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

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

____NO X YES

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

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

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

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

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NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT K

CERTIFICIATION REGARDING BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, as well as the *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure* memorandum from the Office of Management and Budget (OMB) dated April 18, 2022, and further OMB or US Department of Energy (USDOE) guidance once issued.

Buy America seeks to strengthen Made in America Laws and bolster America's industrial base, protect national security, and support high-paying jobs. Buy America requires that the New Hampshire Department of Energy (NHDOE), contractors, sub-contractors, and sub-grantees of federal funding shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

Definitions:

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the "infrastructure" in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered "infrastructure" for purposes of this requirement. In cases where the "public" nature of the infrastructure is unclear, the Grantee should contact NHDOE. NHDOE will consult with the USDOE which will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as "Buy America Preference." These terms mean all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Buy America Preference:

None of the funds provided under this grant to the Contractor may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Contractor and its subcontractor, subgrantee, or other person, firm, or corporation, will provide the best available documentation illustrating compliance with the Buy America Preference. NHDOE reserves the right to request additional information from the Contractor to further demonstrate compliance with the Buy America preference. Compliance may be met by providing the following:

1. A written statement from the manufacturer demonstrating that the iron, steel, manufactured products, or construction materials purchased from that manufacturer were produced in the United States.
2. Photographic evidence that the iron, steel, manufactured products, or construction materials were produced in the United States.
3. Other documentation pre-approved by the NHDOE.

Waivers:

When necessary, the Contractor may seek a waiver from the Buy America Preference requirements. Any issued waiver is made by the USDOE. The Grantee must contact the NHDOE with its intent to seek a waiver from the Buy America Preference requirements. NHDOE will submit the waiver request on behalf of the Grantee to USDOE. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget (OMB). Current timeframe estimate from request to approval is 45-60 days.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;

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- A certification that the Contractor made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The USDOE and the NHDOE may request, and the Contractor must provide, additional information for consideration of this wavier. The USDOE's final determination regarding approval or rejection of the waiver request may not be appealed.

	Chief Executive Officer
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	11/4/22
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT L

CERTIFICIATION REGARDING NHPA and NEPA COMPLIANCE FOR WAP-BIL

The Contractor 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-BIL-2022A (NEPA Determination-BIL). The NEPA Determination-BIL only applies to activities funded by the WAP-BIL-ARD, Administrative and Legal Requirements Document.

The Contractor 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 Contractor agrees that it will not fund activities that are not "Allowable Activities" (ie, it will fund only "allowable activities) pursuant to the NEPA Determination-BIL, 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. Minor electrical and plumbing repairs

7. 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 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.

Contractor Representative Signature

CEO
Contractor's Representative Title

Community Action Partnership of Strafford County
Contractor Name

11/4/22
Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 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: 65583

Certificate Number: 0005748257

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Community Action Partnership of Strafford County_.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 19, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Betsey Andrews Parker, CEO_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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: 11/4/22

Signature of Elected Officer
Name: Alison Dorow
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2022

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
CGI Insurance, Inc.
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B: Eastern Alliance	10724
INSURER C: Philadelphia Indemnity	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community Action Partnership of Strafford County, DBA: Strafford CAP
577 Central St, Ste 10
Dover NH 03820

CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

COVERAGES

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 [X] Abuse & Molestation Liab $1Million GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHV A192135	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWVA156930	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical Payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVA192136	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
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		01-0000113794-05	07/01/2022	07/01/2023	[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
C	Directors & Officers EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Per Occurrence	$3,000,000
							Aggregate Limit	$6,000,000
							Employee Dishonesty	$1,000,000

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

Workers Comp 3A State: NH

CERTIFICATE HOLDER

State of NH; NH Dept of Energy Weatherization Program
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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Financial Statements

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Trustee of
Retirement Plan of Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of Retirement Plan of Community Action Partnership of Strafford County (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matters described in the Basis for Disclaimer of Opinion paragraphs, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in **Note 5**, which was certified by American United Life Insurance Company, the custodian of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the Plan Administrator that the custodian holds the Plan's investment assets and executes investment transactions. The Plan Administrator has obtained a certification from the custodian as of and for the years ended December 31, 2020 and 2019, that the information provided to the Plan Administrator by the custodian is complete and accurate.

As described in **Note 2**, the Plan has not maintained sufficient accounting records and supporting documents relating to certain custodial accounts issued to current and former employees prior to January 1, 2009. Accordingly, we were unable to apply auditing procedures sufficient to determine the extent to which the financial statements may have been affected by these conditions.

Disclaimer of Opinion

Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Other Matter

The supplemental schedules of assets (held at end of year) as of December 31, 2020, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we do not express an opinion on the supplemental schedule referred to above.

Report on Form and Content In Compliance with DOL Rules and Regulations

The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the custodian, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Leone McDonnell & Roberts
Professional Association

October 15, 2021
Dover, New Hampshire

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
Investments at fair value	$ 1,169,599	$ 1,031,012
Investments at contract value	218,062	208,029
Notes receivable from participants	8,072	13,061
Total assets	1,395,733	1,252,102
NET ASSETS AVAILABLE FOR BENEFITS	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
ADDITIONS TO NET ASSETS ATTRIBUTED TO:		
Investment income:		
Net appreciation in fair value of investments	$ 167,042	$ 188,434
Interest income	2,629	3,981
Total investment income	169,671	192,415
Contributions:		
Participants	97,039	100,959
Employer	23,016	22,882
Rollovers	-	2,902
Total contributions	120,055	126,743
Total additions to net assets	289,726	319,158
DEDUCTIONS FROM NET ASSETS ATTRIBUTED TO:		
Distributions	139,236	121,481
Deemed distributions	3,055	1,804
Administrative expenses	3,804	4,228
Total deductions from net assets	146,095	127,513
NET INCREASE	143,631	191,645
NET ASSETS AVAILABLE FOR BENEFITS, BEGINNING OF YEAR	1,252,102	1,060,457
NET ASSETS AVAILABLE FOR BENEFITS, END OF YEAR	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

RETIREMENT PLAN OF COMMUNITY ACTION
PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

NOTE 1. DESCRIPTION OF PLAN

The following description of the Retirement Plan of Community Action Partnership of Strafford County ("the Plan") provides only general information. Participants should refer to the Plan adoption agreement for a more complete description of the Plan's provisions.

General

The Plan, which became effective January 1, 1995, is a defined contribution plan covering all eligible employees of Community Action Partnership of Strafford County ("the Company"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Trustee oversees the governance of the Plan, the appropriateness of the Plan's investment offerings and monitors the Plan's investment performance.

Contributions

Each year, participants may contribute 100% of pretax or after-tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service, as defined in the Plan. Participants who have attained the age of 50 before the end of the Plan year are eligible to make catch-up contributions. Participants may also contribute amounts representing distributions from other qualified plans. The Plan features an auto enrollment feature mandating a minimum of 1% employee contribution; however, employees reserve the right to decline the auto enrollment. The Plan also provides an employer discretionary contribution equal to 25% of each dollar a participant defers up to 5% of a participant's compensation. For 2020 and 2019 the Company made discretionary contributions of $23,016 and $22,882, respectively to the Plan. Contributions are subject to certain additional limitations.

Participant Accounts

Each participant's account is credited with the participant's contribution and, when applicable, allocations of (a) the Company's contributions and, (b) Plan earnings (losses) and is charged with an allocation of administrative expenses, depending on the participant's choice of investments. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Vesting
Participants are immediately vested in their contributions, plus actual earnings thereon. Prior to October 1, 2012, participants were immediately vested in employer contributions, plus actual earnings thereon. Subsequent to that date, all new hires vest in the employer contributions, plus earnings after three years of credited service, as defined in the Plan, or upon death, or disability.

Forfeited Accounts
Forfeited balances of terminated participants' non-vested accounts may be used to offset plan expenses or employer contributions. For the year ended December 31, 2020 and 2019 there was $21 and $0, respectively, in the forfeiture account. For the year ended December 31, 2020 and 2019, $1,242 and $942 in forfeitures were used to reduce employer matching contributions.

Investment Options
Upon enrollment in the Plan, a participant may direct contributions in whole unit increments in a variety of mutual funds and interest-bearing accounts. Participants may change their investment options and make transfers between investments at any time via an automated request. All investments of the Plan are self-directed.

Notes Receivable from Participants
A participant may borrow from his or her 403(b) account for any purpose. The maximum loan is 50% of a participant's vested account balance up to $50,000. The loans are secured by the remaining balance in the participant's account. Principal and interest are paid ratably through payroll deductions over the allowed terms as provided by the Plan.

Payment of Benefits
On termination of service due to death, disability, termination, or retirement, a participant may elect to receive either a lump sum amount, a direct transfer to another qualified retirement account, or a combination of the two, equal to the participant's vested interest in his or her account; or periodic installments over a designated period. For termination of service due to other reasons, a participant may receive the value of the vested interest in their account as a lump sum distribution or through installments.

NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Participants with a balance of $5,000 or greater have the right to keep their retirement account in the Plan or elect to have the benefits paid in a lump sum, through installment payments or by purchase of an annuity. Participants with a balance of less than $5,000 but greater than $1,000 have the option to transfer their funds to an IRA without penalty or receive a lump sum payment. All others with a balance of less than $1,000 receive a lump sum payment.

In-Service Withdrawal
A participant is permitted to take a distribution while being an active participant in the Plan at the age of 59 and a half. Such a distribution will not be subject to a 10% excise tax but may be subject to income taxes.

Hardship Withdrawal
A participant may take a distribution from the Plan if a heavy financial burden can be demonstrated to the Plan Trustee. The Trustee shall grant a hardship withdrawal only if it is determined the withdrawal is necessary to meet an immediate and heavy financial need of the participant, as defined by the Plan. Hardship withdrawals may only be taken from fully vested pre-tax accounts and maybe subject to a 10% excise tax and income taxes.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting
The financial statements of the Plan are prepared under the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America.

Plan Records
The Plan may have excluded from the accompanying statements of net assets available for benefits certain annuity and custodial accounts issued to former and current employees prior to 2009. As permitted by the Department of Labor's Field Assistance Bulletin No. 2009-02, Annual Reporting Requirements 403(b) Plans, the investment income and distributions related to such accounts may also be excluded from the accompanying statements of changes in net assets available for benefits. Under accounting principles generally accepted in the United States of America, these accounts and related income and distributions should be included in the accompanying financial statements. The amount of these excluded annuity and custodial accounts and the related income and distributions are not determinable.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of additions and deductions to net assets during the reporting period. Actual results could differ from those estimates. See **Note 3** for discussion of fair value measurements.

Notes Receivable from Participants
Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Related fees are recorded as administrative expenses and are expensed when incurred. No allowance for credit losses has been recorded as of December 31, 2020 and 2019. If a participant ceases to make loan repayments and the Plan Administrator deems the participant loan to be in default, the participant loan balance is reduced and a benefit payment is recorded.

Payment of Benefits
Benefits are recorded when paid.

Investment Valuation and Income Recognition
Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's investment committee determines the Plan's valuation policies utilizing information provided by the custodian. See **Note 3** for discussion of fair value of investments.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on the investments bought and sold, as well as, held during the year.

Risks and Uncertainties
The Plan invests in a variety of investment funds. Investments in general are exposed to various risks, such as interest rate, credit, and overall volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the participants' account balances and amounts reported in the statements of net assets available for benefits.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread had significant impacts on the markets in which the Plan invests. Through the date of this report the significance of the impact of these disruptions, including the extent of their adverse impact on the Plan's financial results, will be dictated by the length of time that such disruptions continue. The Plan Trustee is unable to estimate the total impact COVID-19 will have on the Plan, nor can the Trustee determine the length of impact. Accordingly, the statements of net assets, and changes in net assets have not been adjusted for this impact.

NOTE 3. FAIR VALUE MEASUREMENTS

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

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

Level 2 Inputs to the valuation methodology include:

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

NOTE 3. FAIR VALUE MEASUREMENTS (CONTINUED)

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

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following tables set forth by level, within the fair value hierarchy, the Plan's investments at fair value as of December 31:

2020

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,169,599	$ -	$ -	$ 1,169,599
Total investments at fair value	$ 1,169,599	$ -	$ -	$ 1,169,599

2019

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,031,012	$ -	$ -	$ 1,031,012
Total investments at fair value	$ 1,031,012	$ -	$ -	$ 1,031,012

NOTE 4. INVESTMENTS MEASURED AT CONTRACT VALUE

The Plan invests in a fixed account held by American United Life Insurance Company which is valued at contract value. The fund invests in investment contracts or similar investments offered by insurance companies, banks or similar financial institutions. Certain events limit the ability of the Plan to transact at contract value with the issuer. Such events include (1) amendments to the Plan document (including complete or partial Plan termination or merger with another plan), (2) changes to the Plan's prohibition on competing investment options or deletion of equity wash provisions, (3) bankruptcy of the Plan sponsor or other Plan sponsor events that cause a significant withdrawal from the Plan, or (4) failure of the Trust to qualify for exemption from federal income taxes or any required prohibited transaction exemption under ERISA. The Plan Administrator believes that the events that would limit the Plan's ability to transact at contract value with participants are not probable of occurring as of the report date. Interest on the fixed accounts for the years ended December 31, 2020 and 2019, was approximately 1.04% and 1.75%, respectively.

NOTE 5. INFORMATION CERTIFIED BY THE PLAN'S ASSET CUSTODIAN

The Plan Administrator has elected the method of annual reporting compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, the asset custodian, American United Life Insurance Company, has certified that the following data included in the accompanying financial statements and supplemental schedule of assets (held at end of year), is complete and accurate:

- Investments, as shown in the statements of net assets available for benefits as of December 31, 2020 and 2019.
- Investment activity, as shown in the statements of changes in net assets available for benefits for the years ended December 31, 2020 and 2019.
- The schedule of assets (held at end of year) as of December 31, 2020.

The Plan's independent auditors did not perform auditing procedures with respect to this information, except for comparing such information to the related information included in the financial statements and the schedule of assets (held at end of year).

NOTE 6. ADMINISTRATIVE EXPENSES

The Company provides certain administrative and accounting services to the Plan at no cost. The audit expense is paid directly by the Sponsor. Administrative expenses in the statements of changes in net assets available for benefits consist of loan processing fees, withdrawal fees and other investment expenses charged by the asset custodian. All other investment fees are included in the net appreciation (depreciation) in fair value of investments.

NOTE 7. RELATED PARTY AND PARTY IN INTEREST TRANSACTIONS

Certain Plan investments are managed by American United Life Insurance Company. American United Life Insurance Company is also the asset custodian, as defined by the Plan, and, therefore, these transactions qualify as party in interest transactions. The Third-Party administrator OneAmerica Financial Partners, Inc. performs certain administrative services for the Plan and receives compensation in exchange for these services directly from the Plan. Additionally, the Plan sponsor utilizes additional outside consulting in the assistance and operation of the Plan. In exchange for these services a fee is paid by the Plan to the consultant. The Trustee of the Plan is also a participant in the Plan.

NOTE 8. TAX STATUS

The Plan Administrator believes the Plan, which has adopted the OneAmerica 403(b) Prototype Plan Document, is designed and is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, the Plan Administrator believes that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Plan Administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

NOTE 9. PLAN TERMINATION

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA, the Internal Revenue Code governing termination of employee benefit plans, and with a 60-day written notification to the Plan Trustee. In the event of plan termination, participants will become 100% vested in their accounts.

NOTE 10. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through October 15, 2021 the date the financial statements were available for be issued.

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF ASSETS (HELD AT END OF YEAR)
DECEMBER 31, 2020

Form 5500: Schedule H, Part IV, Line 4i - Schedule of Assets (Held At End of Year)
Employer Identification Number: 02-0268636
Plan Number: 001

(a)	(b) Identity of issue, borrower, lessor or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current Value
*	American United Life Insurance Company	American United Life Insurance Company Fixed Account	n/a	$ 218,062
*	American United Life Insurance Company	American Funds Balanced	n/a	216,046
*	American United Life Insurance Company	T. Rowe Price Retirement 2035	n/a	206,035
*	American United Life Insurance Company	T. Rowe Price Retirement 2030	n/a	179,411
*	American United Life Insurance Company	T. Rowe Price Growth Stock	n/a	129,805
*	American United Life Insurance Company	T. Rowe Price Retirement 2040	n/a	90,064
*	American United Life Insurance Company	AB Small Cap Growth	n/a	82,622
*	American United Life Insurance Company	Thornburg LTD Term Income	n/a	53,857
*	American United Life Insurance Company	T. Rowe Price Retirement 2055	n/a	33,465
*	American United Life Insurance Company	T. Rowe Price Retire 2025	n/a	29,795
*	American United Life Insurance Company	T. Rowe Price Retirement 2045	n/a	28,758
*	American United Life Insurance Company	Columbia Select Large Cap Value	n/a	28,154
*	American United Life Insurance Company	T. Rowe Price Retirement 2050	n/a	25,546
*	American United Life Insurance Company	American Century Small Cap Value A	n/a	21,247
*	American United Life Insurance Company	Goldman Sachs US Equity Insight	n/a	14,589
*	American United Life Insurance Company	American Century Mid Cap Value	n/a	10,063
*	American United Life Insurance Company	Pioneer Select Mid Cap Growth	n/a	9,143
*	American United Life Insurance Company	T. Rowe Price Retire 2060	n/a	7,877
*	American United Life Insurance Company	Prudential Total Return Bond	n/a	5,399
*	American United Life Insurance Company	American Funds Europacific	n/a	4,021
*	American United Life Insurance Company	T. Rowe Price Retire Balance R	n/a	4,003
*	American United Life Insurance Company	Prudential High Yield	n/a	2,937
*	American United Life Insurance Company	Pax Global Environmental Markets	n/a	2,731
*	American United Life Insurance Company	T. Rowe Price Retire 2020	n/a	1,595
*	American United Life Insurance Company	Oppenheimer Developing Markets	n/a	1,568
*	American United Life Insurance Company	Oppenheimer Main Street Mid Cap	n/a	870
	Participant loans	Interest rates of 4.25%, with the loans maturing from October 2021 to August 2023. The loans are secured by individual accounts.	-0-	$ 8,072

* Represents a party in interest

See Independent Auditors' Report

community Action PARTNERSHIP of Strafford County

Administrative Offices:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

Early Childhood Centers:
577 Central Avenue, Suite 50
Dover, NH 03820
603-285-9460

120 Main Street
Farmington, NH 03835
603-755-2883

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-285-9461

46 Stackpole Road
Somersworth, NH 03878
603-817-5458

Family Resource Centers:
577 Central Ave, Suite 50
Dover, NH 03820
603-435-2500

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-435-2500

Outreach Office:
577 Central Avenue, Suite 20
Dover, NH 03820
603-435-2500

Food Pantry:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

2022 Board of Directors

Alan Brown, Chair
Terry Jarvis, Vice Chair
Jean Miccolo, Treasurer
Alison Dorow, Secretary
Hope Morrow Flynn
Cindy Brown
Don Chick
Maureen Staples
Petros Lazos
Thomas F. Levasseur
Tori Bird
Mark Brave
Leah Crouser
Nicki Gearwar
Captain Andrew Swanberry
Mark Toussaint
Robert Harrington
Brylye Collins
Robert Hinkel

Community Action Partnership of Strafford County

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Arnold	Housing Development Director	$75,000.00	20%	$15,000.00
Marybeth Schofield	Auditor/QCI	$43,763.00	30%	$13,128.90
Vicki Pease	Auditor	$44,324.00	25%	$11,081.00
Rebecca Goldberg	Coordinator	$44,283.00	25%	$11,070.75
TBD	Energy Analyst	$38,646.00	25%	$9,661.50

ROBERT J. ARNOLD

[redacted]

EMPLOYMENT

12/21 to present: **Housing Development and Revitalization Director**
Community Action Partnership of Strafford County
Dover, NH

Oversaw all housing development and renovation projects where Community Action was the primary developer. Worked with architects, planning officials, code enforcement and contractors to ensure successful completion of projects. Also oversaw the management of the Weatherization Assistance Program and integrated WAP capabilities with ongoing projects. Responsible for hiring and training energy efficiency staff. Reorganized project and pipeline management procedures with an emphasis on scalability. Managed all low-income energy efficiency projects within Strafford County.

3/17 to present: **Weatherization Program Manager**
Community Action Partnership of Strafford County
Dover, NH

Responsible for administering the Strafford County NH Weatherization Assistance Program. Worked with various committees and non-profit organizations which provide economic development, housing and homeless prevention services in the region. Managed all energy efficiency projects in the low-income sector within Strafford County, NH. Responsible for all aspects of the Weatherization Assistance Program including pipeline management, budgeting, project leveraging, job tracking, contractor relations, hiring and training new employees. Responsible for timely completion and submittal of grant applications, tracking of applications, receipt of grants, monitoring grant activity to ensure adherence to grant timelines and budgets, and preparing quarterly, semi-annual, annual and close-out grant reports for submission to grantor and/or other regulatory agencies. Experienced with grant writing and review, particularly HUD and USDA grants. Experienced in contract negotiation, review and implementation. Coordinated and worked directly with multiple contractors and entities in the course of large renovation projects. Experienced in identifying and packaging layered energy efficiency measures to achieve optimal energy savings.

As a working Weatherization Manager with a BPI BA and EA Certification, I aggressively performed field work in order to meet agency goals and objectives. I performed energy audits, heating system inspections, in-process and post-completion inspections where I implemented the requirements set forth in the New Hampshire Weatherization Field Guide as well as Department of Energy Standard Work Specifications manual. Proficient with TREAT energy modeling software and the use of online platforms for communicating with our utility partners. Proficient with MS Excel, Word, Power Point, One Drive, SharePoint, Outlook, Teams.

06/06 to 03/17: **Owner, Private Contractor**
Bob Arnold Contracting
Rochester, NH

Private contractor specializing in residential remodeling and commercial maintenance. Responsible for all phases of construction jobs including initial estimate, sales process, budget management, scheduling, material purchase, building permit application, change orders and actual physical completion of the work. Worked closely with customers to ensure expectations were clearly met. Maintained two commercial clients whose needs included on-call maintenance at multiple locations, annual safety inspections of sprinklers systems, city water systems and city waste systems. Monthly

walk-through inspections for lighting replacement, furnace and boiler inspections, gas leak inspections and other work required to ensure the safety of the buildings.

10/04-06/06 **Senior Loan Officer**
East West Mortgage
Peabody, MA

My primary responsibilities involved the origination, processing and closing of conventional loan applications in the real estate sector through the use of mortgage origination software, automated underwriting systems and other systems. Close customer communications through all phases of the loan process. Collection of financial documentation for income verification. Manual calculation of household debt-to-income ratios, loan-to-value, payment-to-debt ratios and other work required by underwriting. Coordination with realtors, title companies, appraisers and closing agents.

11/99-10/04: **Branch Manager**
Citifinancial
Midwest City, Oklahoma

Managed a $12 million consumer finance office with a staff of 4 people. Responsible for all hiring decisions, training and development of staff and other HR responsibilities. Developed and implemented annual strategic plans based on portfolio performance. Monitored budgets and margin reports. Ensured adherence to Oklahoma banking laws and regulations. Increased production of all lending streams including real estate and equity lines. Kept and maintained loss rates below 3%.y primary responsibility through December 1995 was to review economic development funding applications from municipalities and non-profit development corporations on behalf of private businesses to create jobs and provide other direct benefits to low/moderate income individuals.

11/96 to 11/99 **Branch Manager,**
General Acceptance Corporation
Gladstone, Missouri

Managed an $8 million consumer finance office specializing in purchasing and servicing automotive loan contracts in the greater Kansas City Missouri market. Hired and trained staff in all aspects of loan servicing. Created an annual budget based upon a strategic plan of 20% annual growth. Approved contracts, authorized repossessions, monitored monthly profit margins, communicated with auditors and state regulators on a regular basis.

EDUCATION

ADVANCED CERTIFICATES: BPI HEA Energy Auditor
New York State Weatherization Directors Association
October, 2021
BPI# 5059818, Active

BPI HEA Quality Control Inspector
New York State Weatherization Directors Association
October, 2021
BPI# 5059818, Active

BPI Building Analyst
Lakes Region Community College
June, 2017
BPI# 5059818, Active

OSHA 30 Certification
Keene State College
April, 2020

Building Operator Certification I
Lakes Region Community College
May, 2021

Mold Inspector (CMI)
360training.com

COLLEGE:

Penn Valley Community College
Kansas City, MO
1990-1991
No Degree

MILITARY

1985-1989	US Navy Active Duty (Honorable Discharge)
1989-1990	USN Reserve
1990-1991	US Navy Active Duty (Operation Desert Storm), (Honorable Discharge)
1991-2001	US Navy Inactive Ready Reserve

PROFESSIONAL ORGANIZATIONS

2019 to present:	Member, Residential Energy Performance Association (REPA)
2019 to present:	Member, Northeast Home Energy Rating System Alliance
2018 to present:	Member, New Hampshire WAP Technical Committee
2020 to present:	Member, Strafford County Public Health Network Lead Poisoning Task Force
2019 to present:	Member, Building Performance Association
2021 to present:	Associate Member, New York State Weatherization Directors Association

EXTRACURRICULAR ACTIVITIES

Honorary Warrior, Tribe of Mic-O-Say, Boy Scouts of America
Member, AMVETS
Member, Veterans of Foreign Wars
Avid Angler, Outdoorsman

RECOGNITION

Community Action Partnership of Strafford County 2018 Mission Award

MILITARY AWARDS

US Navy Good Conduct Medal
Southwest Asia Service Medal (3 Stars)
Saudi Arabian Medal for the Liberation of Kuwait
Emirate of Kuwait Medal for the Liberation of Kuwait
National Defense Service Medal
US Navy Sea Service (2)
US Navy Marine Corps Overseas Service Ribbon (1)

Marybeth Schofield

[redacted]

Experience

Community Action Partnership of Strafford County **2019-Present**
Weatherization Energy Auditor BPI# 5009590

- Certified BPI Building Analyst, Energy Auditor and Quality Control Inspector
- Perform energy audits on homes in need of energy improvements within Strafford County
- Provide work order lists of improvements to sub-contractors and oversee quality of improvements, schedules, quality of work and costs.

Community Action Partnership of Strafford County **2016-2019**
Maintenance Coordinator

- Negotiate contracts and obtain multiple bids for capital improvements.
- Perform routine maintenance on facilities including plumbing minor electrical, mechanical and carpentry.
- Assist janitorial staff with heavy lifting and scheduling

Garrison Women's Health **2017-2019**
Maintenance Coordinator

- Perform routine maintenance on facility related issues including plumbing, minor electrical, mechanical and carpentry.
- Assist with routine maintenance related contracts, HVAC, plowing, landscaping.
- Provide on call coverage for facility issues nights and weekends

State of NH Department of Labor **2013-2016**
Safety Inspector

- Scheduled and implemented safety related inspections to schools, towns municipalities
- Provided workers comprehensive related coverage as needed with my territory

Weatherization Director **2007-2013**
Community Action Partnership of Strafford County **Dover, NH**

- Oversee weatherization department to serve over 3000 eligible low-income customers
- Ensure compliance with state of NH Weatherization Guidelines using 6 funding sources of 1M per year
- Audited homes for energy efficiency improvements
- Generated work orders for crews
- Inspect work for compliance with state of NH Weatherization Guidelines
- Managed sub-contracts for timeliness as well as quality workmanship
- Scheduled tasks to complete quality work in a safe and timely manner
- Assisted in selection of equipment and supplies purchases

Process Engineer — **1996-2003**
Flextronics International — **Portsmouth, NH**

- Project Manager for building consolidation from 3 buildings to new site at Pease, within budget of 250 K and no significant impact to production of 800 employees
- Evaluated and negotiated vendor selection for warehouse equipment and move, within budget of 105K and completed on time
- Supervised 23 machine programmers/electro-mechanical technicians in 2 buildings on 3 shifts
- Arranged new equipment justifications, purchase, terms and technical training worth 900K
- Supervised and prioritized work load for technical/ mechanical support on 3 shifts.
- Designed and provided training for support personnel
- Documented procedures and processes for production and machine maintenance tasks
- Project Manager for Process Improvement Program
- Developed troubleshooting procedures for production and programmable equipment related issues

Education:

Civil Technology — Associate of Applied Science — 2006
Thompson School of Applied Science @ UNH — Durham, NH

Computer Technology — Associate of Science — 2001
Granite State College — Portsmouth, NH

Accomplishments:

- Current Board of Director member for the Triangle Club in Dover NH
- Cofounder for Sober Sisters Recovery, a non profit sober living home for women in Somersworth NH
- Former Building committee representative for SENH Habitat for Humanity, Portsmouth, NH
- Former Advisor to Thompson School of Applied Science at UNH

[redacted]

Vicki Pease

Key Qualification

- Detail-oriented professional committed to process excellence through strong organizational skills and analytical abilities.
- Successful team leadership resulted in exceeding project completion goals.
- Resilient and dependable under pressure, with ability to prioritize multiple tasks and meet or exceed deadlines.

Process Excellence

- Certified Building Analyst BPI ID 5067752
- Certified Heating Professional BPI ID 5067752
- OSHA 10 and 40 Certified
- Weatherization tech: under my leadership, the team reached BTL (Building Tightness Limit) goals through greater attention to detail and efficient organization.
- Weatherization tech: restructured inventory management for the weatherization team, resulting in savings in inventory used and tech time.
- Maintenance tech: responsible for 210 apartment units all repairs, maintenance, elevator equipment certifications, fire safety systems, boiler certificates

Trades Skills

- Building analyst professional: on site review of residential buildings systems, testing, data collection, analyzing collected data, modeling and work scope.
- Energy efficiency consultant: on-site review and analysis of existing light fixtures to recommend more efficient products.
- Certified Apartment Maintenance Technician (CAM-T) since 2017.
- Experience with building principles such as framing and drywall, repair, and basic plumbing and electrical installation.
- Extensive experience with hand and power tools.
- Weatherization: injection foam insulation application
- Forklift and tractor operator.

Employment History

2022- Present Energy Auditor, Community Action Partnership of Strafford County, Dover NH

2016- 2022 Maintenance Technician II, Avesta Housing, Exeter NH.

2015–2015 Energy Efficiency Consultant, Prism Energy Services, Quincy, MA

2013–2015 Receiver Walmart, Raymond, NH

2009–2013 Weatherization Team Tech Lead, Comm. Action Partnership., Straff. County, Dover, NH

Education

Marketing Mcintosh College, Dover, NH

Word and data processing Notre Dame College, Manchester NH

Rebecca Goldberg

[redacted]

EDUCATION

University of New Hampshire - Durham, NH **Graduated: May 2021**

- Major– Health Management and Policy

WORK EXPERIENCE

Community Action Partnership of Strafford County
Dover, NH **November 2020 – Present**

Weatherization Program Assistant

- Assisted the Weatherization Manager with daily fiscal and administrative duties
- Maintained flow of pipeline projects and processed their respective invoices
- Generated reports within restrictions of local and federal governing regulations
- Transposed physical files to digital database
- Used time management skills to meet deadlines

Phone Operator

- Managed incoming calls to the organization
- Navigated clients through all programs within the agency
- Collaborated with different departments

Health & Wellness
Durham, NH **June 2019 – August 2019**

Communications and Marketing Intern

- Preformed a trend analysis of the organization's social media accounts
- Justified analysis results by interpreting technical information into lay terms
- Improved community engagement with the organization using social media
- Designed public health infographics using successful marketing techniques
- Collaborated on a project to improve the user experience of the organization's website

University of New Hampshire Phonathon
Durham, NH **October 2016 – April 2018**

Mentor

- Monitored new employees' performance
- Trained new employees to use the company's computer system

Caller

- Established valuable connections with prospective donors
- Raised thousands of dollars in philanthropic gifts for the University of New Hampshire

University of New Hampshire Survey Center
Durham, NH **June 2018 – August 2018**

Caller

- Collected personal information from people across the nation by communicating in a professional and courteous manner
- Managed a high-volume call workload while maintaining project specifications