COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

39

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

June 4, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract with Community Action Partnership of Strafford County, Dover, NH, Vendor #177200, in the amount of $174,710 for the federal Weatherization Assistance Program (WAP) effective upon Governor and Executive Council approval for the period July 1, 2025 through June 30, 2026. **100% Federal Funds.**

Funds to support this request are anticipated to be available in the following account in FY 2026 upon availability and continued appropriation of funds in the future operating budget.

NH Department of Energy Low Income Weatherization	FY 2026
02-52-52-520510-33560000-074-500587 Grants for Pub Assist & Relief	$174,710

2) Further request authorization to advance to the vendor $15,367 of the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** because of U.S. Department of Energy's (USDOE) 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 the Weatherization Assistance Program (WAP), and their historical performance delivering the weatherization program.

The Department is responsible for administering New Hampshire's statewide Weatherization Assistance Program, funded by a grant from USDOE. The objective of the program is to weatherize homes to reduce energy consumption and energy costs in eligible low income households. Priority is given to households that include people who are elderly, disabled, or children, and households with high energy usage. The Department contracts with New Hampshire's Community Action Agencies to provide weatherization services at the local level.

The Department estimates that the USDOE's WAP grant award to New Hampshire will contribute to the weatherization of approximately nine homes in the State.

The requested advance of funds will enable Community Action Partnership of Strafford County to operate the program between monthly reimbursements from the State, and may only be used for allowable program expenses as detailed in Exhibit C.

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name 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 Unit and Class 33560000-074	1.7 Completion Date 06/30/2026	1.8 Price Limitation $174,710
1.9 Contracting Officer for State Agency Joshua Elliott, Director, Division of Policy and Programs		1.10 State Agency Telephone Number 603-271-6003	
1.11 Contractor Signature Date: 4/29/25		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, CEO	
1.13 State Agency Signature Date: 4/29/25		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 5/5/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 4/29/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials
Date 4/27/23

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates; becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials AN
Date 9/22/22

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials [illegible]
Date 4/27/25

EXHIBIT A

SPECIAL PROVISIONS

1. The legally binding and enforceable documents under this contract include 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Policies and Procedures, and Field Guide. The New Hampshire Department of Energy (Department) 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 Assistance Program.

2. Community Action Partnership of Strafford County hereinafter "the Contractor," agrees to provide services to implement U.S. Department of Energy's Weatherization Assistance Program as detailed in the scope of work.

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

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

   "9.4 All negotiated contracts (except those of $5,000 or less) awarded by the Subcontractor shall allow the New Hampshire Department of Energy, the U.S. Department of Energy, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subcontractor or their subcontractors, which are directly pertinent to the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."

5. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A."

6. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

7. Program and financial records pertaining to this contract shall be retained by the Contractor for 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 200.334-338 – Retention Requirements for Records.

8. This is not a Research and Development (R&D) award. The Department's indirect cost rate is 25.1 percent.

9. Kirk Stone, Weatherization Program Manager at the Department, has been designated with the responsibility for overseeing this contract.

10. 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.

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

12. 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, subgrantee or subcontractor 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 subcontractor should report all suspected violations to the Department.

13. PROCUREMENT. Subcontractor 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).

14. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within 60 days of the completion date (Agreement Block 1.7).

15. Prohibition on Boycotting Israel

For the purposes of this Section, the terms shall be defined as follows:

"Boycotting Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken (1) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which Pub. L. No. 96- 78, § 8, 93 Stat. 522 (1979) applies; or (2) in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

If the State receives evidence that the Contractor is Boycotting Israel, the State shall determine whether the Contractor is Boycotting Israel. A statement indicating that the Contractor engaged in an action of Boycotting Israel or has taken any action of Boycotting Israel at the request, in compliance with, or in furtherance of calls to boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act of Boycotting Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action of Boycotting Israel.

A determination by the State that the Contractor is engaged in an action of Boycotting Israel constitutes an Event of Default.

16. These provisions flow down to all sub-grantee and/or sub-contractor(s).

EXHIBIT B

SCOPE OF SERVICES

1. The Contractor agrees to perform weatherization services and all additional services and other work necessary to provide Weatherization Assistance Program (WAP) services to eligible low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440, and in 2 CFR 200 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NH WAP) State Plan, Policies and Procedures Manual, Field Guide, and as otherwise administered by the Department.

   Periodically the Department may issue Subcontractor Guidance (SG) and Subcontractor Notices (SN) or other management and/or guidance clarifications as necessary. All such changes shall be considered as incorporated into the NH Weatherization Policies and Procedures Manual and Field Guide. The Contractor agrees to alter the Program procedures in accordance with a SG, SN or other instructions.

   The Contractor agrees to abide by changes in the NH WAP as prepared by the Department and further agrees to perform Weatherization Program services in a manner that will successfully interact with utility administered energy efficiency programs for low-income households in order to provide the best services for New Hampshire's low-income households.

2. The contract period, to be known as Program Year 2025 (PY25), will commence on upon approval from New Hampshire Governor and Executive Council (Governor and Executive Council), and will have a completion date of June 30, 2026.

3. Contractor must provide the Department with a budget for the use of NH WAP funds before any reimbursement for weatherization work will be paid by the Department.

4. In PY25, Contractor agrees to complete weatherization services on 9 dwelling units according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual and Field Guide.

   (a) Weatherization Services are intended to increase the energy efficiency of the home, and to improve the home's comfort and safety. A certified energy auditor will first perform a NH WAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs will then be implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.

   (b) The minimum number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. Deviations of more than 20%

from expected dwelling unit goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other Contractors.

5. In accordance with the U.S. DOE's "Quality Work Plan" (QWP) and the provisions of Weatherization Program Notice (WPN) 15-4 https://www.energy.gov/eere/wap/downloads/wpn-15-4-quality-work-plan-requirement-update) and as modified in WPN 22-4 (Weatherization Program Notice 22-4: Quality Work Plan Requirement Update | Department of Energy), beginning April 1, 2015, Contractor must have regular and reliable access to properly trained and certified Quality Control Inspector(s), available as either staff or Contractors, able to fully function in that capacity. This contract provides funding for continued training and technical assistance sufficient to allow the Contractor to secure and maintain the skilled personnel necessary to meet the requirements of WPN 15-4 and WPN 22-4.

6. All work performed under the WAP in New Hampshire, using federal money from any WAP program year, must meet the minimum specifications defined in the U.S. Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). Details are presented in the SWS for Home Energy Upgrades referred to in U.S. DOE Weatherization Program Notice 15-4 and updated in Weatherization Program Notice 22-4, as well as in the NH WAP's Field Guide, 2021 Edition, which governs how WAP energy conservation measures (ECMs) are to be implemented. The Contractor must ensure, and be able to document for the Department, that all staff and Contractors who perform Weatherization work in PY25 are properly trained and certified for that work and have been informed that their work must meet the requirements of the SWS or dwelling units will not be considered complete and reimbursement will not occur.

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the Services, the Department agrees to pay Community Action Partnership of Strafford County in total, the sum of:

$174,710	(which hereinafter is referred to as the "Contracted Amount"), of which
$ 24,613	may be expended for Administration,
$ 14,700	may be expended for Training & Technical Assistance,
$ 18,337	may be expended for Health & Safety measures,
$ 12,225	may be expended for Energy Audits,
$ 6,112	may be expended for Final Inspections,
$ 21,886	may be expended for Readiness measures,
$ 76,837	(the balance), to be spent on weatherization activities (Program Activity)

and;

$ 15,367	will be issued as a cash advance.

1. Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to the Department. 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.

2. The Contractor must make timely payments to sub-contractors in accordance with the contract provisions.

3. Contractor shall submit a payment request to the Department for each month of the contract period. Payment requests from Contractor shall be received at the Department no later than the 15th day of each month, or the first business day following the 15th day.

4. Administrative costs are provided to cover a specified number of unit completions at minimal standards. Administrative funds may be pro-rated by the Department if production unit completions do not meet expected production goals.

5. The Department may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the NH WAP as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT D

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

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE – CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY

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

Kirk Stone, Weatherization Program Manager,
New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, NH 03301

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

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

(b) Establishing an ongoing drug-free awareness program to inform employees about–
- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will–
- (1) Abide by the terms of the statement; and
- (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 CONTRACTORS OTHER THAN INDIVIDUALS, cont'd

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE – CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY

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

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

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

Community Action Partnership of Strafford County — Upon G&C approval through June 30, 2026
Contractor Name — Period Covered by this Certification

Betsy Andrews Parker
Name and Title of Authorized Contractor Representative

Contractor Representative Signature — Date 4/21/25

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
U.S. DEPARTMENT OF EDUCATION - CONTRACTORS
U.S. DEPARTMENT OF AGRICULTURE – CONTRACTORS
U.S. DEPARTMENT OF LABOR
U.S. DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):
Low-Income Home Energy Assistance Program
Weatherization Assistance Program
State Energy Program

Contract Period: Upon G&C approval through June 30, 2026

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

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

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

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

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

Contractor Representative Signature — CEO — Contractor's Representative Title

Community Action Partnership of Strafford County — 4/4/25

Contractor Name — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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 Department 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 the Department 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 Department 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 the Department.

(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 the Department, 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, the Department 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.

[signature]	CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	4/29/25
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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.

[illegible]	CEO
Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	4/29/25
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT H

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

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

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

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Contractor Representative Signature	Contractor's Representative Title
Community Action Partnership of Strafford County	4/24/25
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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. DOE, 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 "Contractor") 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 Contractor 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 Contractor receives Federal assistance from the U.S. DOE.

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 Contractor by the U.S. DOE, this assurance obligates the Contractor 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 Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal assistance is extended to the Contractor by the U.S. DOE.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Contractor's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Contractor 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 Contractor shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Contractor agrees to compile and maintain information pertaining to programs or activities developed as a result of the Contractor's receipt of Federal assistance from the U.S. DOE. 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 U.S. DOE to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Contractor agrees to submit requested data to the U.S. DOE regarding programs and activities developed by the Contractor from the use of Federal assistance funds extended by the U.S. DOE. Facilities of the Contractor (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Contractor'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 U.S. DOE 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 Contractors by the U.S. DOE, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Contractor 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 Contractor, 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 Contractor.

Contractor Certification

The Contractor 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 Contractor upon written request to the Department).

Representative Name and Title: Betsy Andrews Parker

Signature: _____ Date: 4/24/25

Community Action Partnership of Strafford County
577 Central Avenue, Suite 10, Dover, NH 03820
603-435-2500

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department 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 / ALN program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (UEI #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

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

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

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

Betsy Andrews Parker CEO

Contractor Representative Signature — Authorized Contractor Representative Name & Title

Community Action Partnership of Strafford County — 4/24/25

Contractor Name — Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

FORM A

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

1. The UEI number for your entity is: 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: _____

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT K

CERTIFICATION 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 U.S. DOE 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 Department and the Contractors 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 Contractor should contact the Department. The Department will consult with the U.S. DOE 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. The Department 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 Department.

Waivers:

When necessary, the Contractor may seek a waiver from the Buy America Preference requirements. Any issued waiver is made by the U.S. DOE. The Contractor must contact the Department with its intent to seek a waiver from the Buy America Preference requirements. The Department will submit the waiver request on behalf of the Contractor to U.S. DOE. 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 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;
- 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 U.S. DOE and the Department may request, and the Contractor must provide, additional information for consideration of this wavier. The U.S. DOE's final determination regarding approval or rejection of the waiver request may not be appealed.

Contractor Representative Signature | Authorized Contractor Representative Name & Title: Betsy Andrews Parker

Contractor Name: Community Action Partnership of Strafford County | Date: 4/29/25

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT L

CERTIFICATION REGARDING NHPA and NEPA COMPLIANCE

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 U.S. DOE, the Department executed Historic Preservation Programmatic Agreement, and U.S. DOE Office of Energy Efficiency and Renewable Energy (EERE) NEPA Determination GFO-WAP-ARLD2025A (NEPA Determination-WAP25).

The Contractor agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) and the Department 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" pursuant to the National Environmental Policy Act (NEPA) Determination-WAP25.

Allowable activities for WAP annual formula, Weatherization Readiness, and PVE funds 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, training activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.

4. Weatherization activities, provided that projects apply the restrictions of each State's programmatic agreement with their State Historic Preservation Office (SHPO), are installed in existing buildings, are appropriately sized, and are covered by Appendix A of 10 CFR 440 and/or approved as part of the energy audit approval procedures and material approval process, and limited to:
    a. Energy Conservation Measures- including purchase and installation of measures, as applicable
        i. Building Shell Measures:
            1. Attic/Roof Insulation.
            2. Wall Insulation.
            3. Foundation Insulation.
            4. Air Sealing/Infiltration Reduction.

5. Window replacement and treatments, such as, window film, awnings and solar screens.
6. Door replacement and treatments such as, storm door, window film, solar screens.

b. Mechanical Measures
   i. Clean, tune, repair, or replace heating and/or cooling systems including switching fuel source.
   ii. Install duct and distribution system insulation
   iii. Seal ducts and distribution systems
   iv. Install programmable thermostats
   v. Repair/replace domestic water heaters, including switching fuel source.
   vi. Install domestic hot water heater tank and pipe insulation

c. Electric and Water Measures
   i. Install efficient light sources
   ii. Install low-flow showerheads, aerators, and toilets
   iii. Replace inefficient refrigerators and freezers with energy-efficient models

5. Energy-related health and safety measures per the most recently approved U.S. DOE's Weatherization Assistance Program Guidance, currently Weatherization Program Notice (WPN) 22-7 provided that activities adhere to the requirements of the respective Recipients' U.S. DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:

a. Air-Conditioning, Heating Systems, and Combustion Appliances
   i. Replace, repair, or install primary heating systems when existing primary heating systems are unsafe, inoperable, or nonexistent.
   ii. No U.S. DOE-funded weatherization work is permitted if the completed dwelling unit will be heated with an unvented combustion space heater as the primary heat source. The primary heat source must be replaced with a vented unit prior to or by weatherization. The replacement unit must be sized to heat the entire dwelling unit.
   iii. Unsafe secondary units, including space heaters, must be repaired, or removed and disposed of, or deferral is required. Secondary unvented space heaters are considered unsafe if they:
      1. are not listed and labeled as meeting ANSI Z21.11.2;
      2. have an input rating of more than 40,000 BTU/hour; or are in a bedroom and have an input rating of more than 10,000 BTU/hour;
      3. are in a bathroom and have an input rating of more than 6,000 BTU/hour;
      4. are operating in an unsafe manner (e.g., high carbon monoxide (CO) readings, too close to combustible materials, lack sufficient combustion air volume);
      5. or are not permitted by the Authority Having Jurisdiction (AHJ)
   iv. The Department's Contractors must comply with the Manufactured Home Construction and Safety Standards which mandates that:
      1. All fuel-burning appliances in manufactured homes except: ranges, ovens, illuminating appliances, clothes dryers, solid fuel-burning

fireplaces and solid fuel burning stoves, must be installed to provide for the complete separation of the combustion system from the interior atmosphere of the manufactured home (i.e., to draw their combustion air from outside), and be vented to outside the dwelling.

2. All appliances installed by weatherization in manufactured homes must meet these standards, including secondary heating sources. No unvented fuel-burning space heating appliances may remain in a MH after weatherization under any circumstances. If an occupant will not allow the removal of an unsafe combustion appliance from the home, deferral is required.
3. Repair or replace combustion gas venting to ensure proper combustion gas venting to outside the dwelling for all combustion appliances, including but not limited to gas dryers and refrigerators, furnaces, vented space heaters, and water heaters.

v. If weatherization installs an appliance that is vented into a masonry chimney, the chimney must be lined in compliance with the International Fuel Gas Code (IFGC) or local AHJ if more stringent.

vi. Install adequate combustion air for all combustion appliances left after weatherization.

vii. If permits are required for heating/cooling system work, they must be secured and are a program operation cost if the installation is an ECM or may be included in the health and safety (H&S) cost if installed as a H&S measure.

viii. If unsafe conditions relating to existing combustion appliances require remediation to safely perform weatherization and cannot be remedied by repair or tuning, replacement is an allowable H&S measure unless prevented by other guidance herein.

ix. Documentation justifying the replacement with a cost comparison between replacement and repair must be maintained in the client file

x. Replace, repair, or install primary air conditioning in homes where current occupants meet Contractors's definition of "at-risk".

xi. Minor repairs on electric space heaters

xii. Repair or removal of primary and secondary solid fuel heating appliances.

xiii. Replacement of unsafe primary solid fuel heating appliances.

b. Asbestos

i. When suspected friable Asbestos Containing Materials (ACM) are present, including vermiculite, assume they contain asbestos and take precautionary measures to prevent disturbing it during the audit and work unless testing determines otherwise.

ii. Identifying and managing suspected ACM that provides for reasonable and necessary precautions to prevent asbestos contamination in the home.

iii. Addressing blower door testing where suspected friable ACM is present (as defined by EPA), including vermiculite.

iv. Temporary removal and reinstallation of ACM siding to perform an ECM (e.g., wall insulation).

v. Limited encapsulation or removal of suspected ACM on small surfaces (pipes, ductwork, furnaces, other small, covered surfaces, etc.) by an appropriately trained asbestos control professional if necessary to safely weatherize the dwelling.

c. Biologicals and Unsanitary Conditions
   i. Limited remediation of conditions that may lead to or promote biological concerns and unsanitary conditions (e.g., repairing leaking sewage pipe)
   ii. Limited cleaning of the workspace to protect the health and safety of workers and occupants

d. Building Structure and Roofing
   i. Minor repairs to building structure or roofs

e. Code Compliance
   i. Correction of preexisting code compliance issues triggered by weatherization measures being installed in a specific room or area of the home.

f. Electrical
   i. Provide sufficient over-current protection and damming prior to insulating building components containing knob and tube wiring, as required by the AHJ.
   ii. Minor electrical repairs (e.g., junction box covers, improper splices) to protect the occupant or workers from electrical hazards within the living area or in the immediate area where weatherization activities will occur

g. Fuel Leaks
   i. When a gas leak is found on the utility side of service, the utility service must be contacted, work must be temporarily halted, and the leak must be repaired before work may proceed.
   ii. Fuel leaks that are the responsibility of the occupant (vs. the utility) must be repaired before installing weatherization measures in the home
   iii. Replacement or repair of leaking bulk fuel tanks and/or lines if connected systems will remain after weatherization.
   iv. Replacement of flexible appliance gas connectors that are not compliant with current fuel gas codes

h. Gas Ovens/Stovetops/Ranges
   i. Limited cleaning or repair of ovens/ranges/stovetops
   ii. Limited replacement of unsafe gas ovens/ranges/stovetops

i. Hazardous Materials
   i. Hazardous Waste Materials generated by weatherization work (e.g., refrigerant, asbestos, lead, mercury, CFL lighting bulb/ballasts, etc.) must be disposed of according to all local and federal laws, regulations, and guidelines, as applicable.
   ii. Limited removal of pollutants that pose a risk to workers is required (e.g., flammable liquids, hazardous chemicals, and other air pollutants)
   iii. Limited removal of pollutants that pose a risk to the occupant

j. Injury Prevention of Occupants
   i. Minor repairs and installations (e.g., repairing stairs, replacing handrails, etc.)

k. Lead Based Surface Coverings
   i. Comply with EPA's Lead; Renovation, Repair and Painting Program (RRP) rules when working in pre-1978 housing unless testing confirms the work area to be lead free.
   ii. Testing to determine the presence of lead on surfaces that will be disturbed by WAP measure installation is allowed with EPA-approved testing methods.

l. Mold and Moisture
   i. Limited water damage repairs that can be addressed by weatherization workers are allowed when necessary to weatherize the home and to ensure the long-term stability and durability of the measures
   ii. Source control (i.e., correction of moisture and mold creating conditions) when necessary, to weatherize the home and to ensure the long-term stability and durability of the measures. Source control is independent of latent damage and related repairs. Source control includes, but is not limited to site drainage, gutters, down spouts, extensions, flashing, sump pumps, dehumidifiers, landscape, leaking roofs, vapor retarders, moisture barriers, etc.
   iii. Window and door repairs to resolve a bulk water intrusion issue that is the cause of visible biological growth and in compliance with the most current Incidental Repair program notice (WPN 19-5)

m. Pests
   i. Limited pest removal is allowed only where infestation would prevent weatherization
   ii. Screening of windows and points of access and incorporating pest exclusion into air sealing practices to prevent intrusion

n. Radon
   i. Cover exposed dirt floors within the pressure/thermal boundary with a sealed soil gas retarder
   ii. Cover sump well/pits with airtight covers
   iii. Implement ventilation as required by ASHRAE 62.2-2016
   iv. In homes where radon may be present, work scope may include additional precautionary measures based on EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.
   v. Other precautions may include, but are not limited to, sealing any observed floor and/or foundation penetrations, isolating the basement from the conditioned space, and ensuring crawl space venting is installed and operable.

o. Safety Devices; Smoke and Carbon Monoxide Alarms, Fire Extinguishers
   i. Install CO alarms in every home where alarms are not present or are inoperable in compliance with ASHRAE 62.2- 2016 which references NFPA 720 (note: NFPA 720 has been incorporated into NFPA 72)
   ii. Install smoke alarms where the AHJ requires them if alarms are not present or are inoperable.
   iii. Replace functional smoke alarms and carbon monoxide alarms if they are beyond the manufacturer's stated lifetime (usually 10 years).

iv. Replace functional smoke or CO alarms batteries if designed to be replaceable.

v. Provide fire extinguishers where solid fuel burning equipment is present.

p. Ventilation and Indoor Air Quality

i. Install ventilation as required by ASHRAE 62.2 - 2016.

q. Water Heaters

i. Limited case-by-case replacement of water heaters if the water heater poses a life-safety risk to occupants (e.g., leaking primary tank, high CO measurements).

ii. Minor safety repairs of water heaters (e.g., temperature and pressure valve piping, backflow prevention devices, expansion tanks)

iii. Replace, repair, or install primary water heater heaters when existing primary water heater is unsafe, inoperable, or nonexistent

r. Worker Safety

i. Minor repairs and installations (e.g., repairing stairs, replacing handrails, etc.) are allowable when necessary to safely weatherize the dwelling.

ii. Equipment purchases to protect the health and safety of the worker (e.g., Personal Protective Equipment (PPE), jobsite cleaning supplies

6. Incidental and necessary minor energy-related repairs and replacements provided that activities adhere to the requirements of the respective Recipients' U.S. DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:

a. Repair/replace damaged windows and doors
b. Minor roof repairs- limited to replacing/fixing decking material and roof material.
c. Interior and exterior wall repairs
d. Ceiling repairs
e. Floor repairs
f. Foundation or subspace (crawl space) repairs
g. Exterior drainage repairs limited to gutter repair or replacement, and/or grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation
h. Plumbing repairs
i. Electrical repairs

7. Installation of solar photovoltaic (PV) and solar hot water heating systems provided that activities adhere to the requirements of the respective Recipients; U.S. DOE executed historic Preservation Programmatic Agreement, occur in or on existing buildings, and are limited to:

a. PV systems would be appropriately sized and would not exceed 60 kW and/or
b. Solar hot water heating systems would be appropriately sized and would not exceed 200,000 BTU/HR
c. Systems would be roof mounted or attached to structure
d. Battery storage, if applicable, would be inside structure (e.g. inside a garage), or attached to outside of structure

8. Allowable activities under the Weatherization Readiness Funds (WRF) are designated for use by Contractors in addressing structural and health and safety issues. This funding is

anticipated to reduce the frequency of deferred homes that require other services, outside the scope of weatherization, before the weatherization measures can be installed provided that activities adhere to the requirements of the respective Recipients' U.S. DOE executed Historic Preservation Programmatic Agreement, are installed in or on existing buildings, and are limited to:

a. Repair/replace damaged windows and doors.
b. Minor electrical and plumbing repairs.
c. Roof repairs or replacement including replacing decking material and roof, and/or changing roof material (e.g., shingles to metal).
d. Interior and exterior wall repairs.
e. Ceiling repairs.
f. Floor repairs.
g. Foundation or subspace (crawl space) repairs.
h. Exterior drainage repairs limited to gutter repair or replacement, and/or grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation.
i. Minor plumbing repairs.
j. Minor electrical repairs.
k. Clean-up or remediation of lead paint, asbestos (confirmed or suspected, including vermiculite), and mold and/or moisture beyond typical scope of WAP.

No ground disturbance (beyond grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation), including tree removal or tree trimming, would occur for implementation for the above activities.

Activities not listed above, including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), and tree removal, or tree trimming, are not included under the ALRD categorical exclusion and are subject to additional NEPA review and approval by the Department and U.S. DOE.

Activities that do not qualify as "Allowable Activities" as defined above are subject to additional NEPA review, which requires additional documentation and submission of an environmental questionnaire. If the Contractor wants to fund activities that do not qualify as "Allowable Activities," then Contractor agrees to notify the Department's WAP Administrator, and to seek NEPA review through the Department's 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 U.S. DOE Contracting Officer, through the Department WAP Administrator, provides written authorization for those activities.

All activities related to hazardous material identified during a WAP job will be managed in accordance with applicable federal, state, and local requirements.

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

The Contractor agrees to complete the online U.S. DOE training on NEPA and Historic Preservation at www.energy.gov/node/4816816. Proof of complete training must be submitted to the Department WAP Administrator.

Contractor Representative Signature | Contractor's Representative Title: CEO

Community Action Partnership of Strafford County | 4/24/25

Contractor Name | Date

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0007142378**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Sarah Kuhl**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer 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 20, 2024**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Betsey Andrews Parker, CEO, Leslie Craigen, CFO, Jamie Swan, CPO and John Moynihan, CAO** (may list more than one person)

are duly authorized on behalf of **Strafford 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: 4-16-25

Sarah Kuhl
Signature of Elected Officer

Name: Sarah Kuhl

Title: Secretary, CAPSC Board of Directors

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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ Included $ 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 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 AGGREGATE 	$ 4,000,000 $ 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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers EPLI with Crime			PHSD1807749-007	07/01/2024	07/01/2025	Aggregate Per Claim Crime Aggregate	$8,000,000 $3,000,000 $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
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORTS AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 3
Financial Statements:	
Consolidated Statements of Financial Position	4
Consolidated Statements of Activities	5 - 6
Consolidated Statements of Functional Expenses	7 - 8
Consolidated Statements of Cash Flows	9
Consolidated Notes to Financial Statements	10 - 23
Supplementary Information:	
Consolidating Statement of Financial Position	24
Consolidating Statement of Activities	25
Schedule of Expenditures of Federal Awards	26 - 27
Notes to Schedule of Expenditures of Federal Awards	28
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	29 - 30
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	31 - 33
Schedule of Findings and Questioned Costs	34 - 35

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

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Action Partnership of Strafford County and Affiliate

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of December 31, 2023 and 2022; and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, based on our audits and the report of the other auditors, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County and Affiliate as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of Academy Street Family Housing, LLC a wholly owned subsidiary, for the year ended December 31, 2023, which statements reflect total assets constituting 8.45 percent of consolidated total assets at December 31, 2023, and total revenues constituting 0.31 percent of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Academy Street Family Housing, LLC, is based solely on the report of the other auditors.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Partnership of Strafford County and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County and Affiliate's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Partnership of Strafford County and Affiliate's ability to continue as a going concern for a reasonable period of time.

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 5, 2024, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

Dover, New Hampshire
June 5, 2024

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 1,806,373	$ 1,355,108
Accounts receivable	1,875,336	2,556,852
Contributions receivable	20,000	30,000
Due from Gafney Home, L.P.	519,890	-
Inventory	413,604	501,752
Prepaid expenses	11,972	52,046
Total current assets	4,647,175	4,495,758
NONCURRENT ASSETS		
Restricted cash	36,215	29,455
Contributions receivable	-	20,000
Security deposits	8,375	8,427
Property, net of accumulated depreciation	6,374,340	5,804,619
Other noncurrent assets	25,503	25,503
Right of use asset	81,312	146,825
Total noncurrent assets	6,525,745	6,034,829
TOTAL ASSETS	$ 11,172,920	$ 10,530,587

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 99,121	$ 95,690
Accounts payable	1,295,505	445,958
Accrued payroll and related taxes	128,546	129,018
Accrued compensated absences	193,093	205,528
Refundable advances	849,145	1,581,774
Other current liabilities	36,309	73,462
Current portion of right of use liability	36,264	65,513
Total current liabilities	2,637,983	2,596,943
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	3,057,976	2,908,484
Security deposits	2,853	3,201
Right of use liability, less current portion shown above	45,048	81,312
Total noncurrent liabilities	3,105,877	2,992,997
Total liabilities	5,743,860	5,589,940
NET ASSETS		
Without donor restrictions	5,253,075	4,634,862
With donor restrictions	175,985	305,785
Total net assets	5,429,060	4,940,647
TOTAL LIABILITIES AND NET ASSETS	$ 11,172,920	$ 10,530,587

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 16,787,565	$ -	$ 16,787,565
Fees for service	3,030,181	-	3,030,181
Rent revenue	65,397	-	65,397
Public support	329,618	31,514	361,132
In-kind donations	767,224	-	767,224
Interest	1,089	-	1,089
Fundraising	227,539	-	227,539
Other revenue	31,951	-	31,951
Loss on disposal of property	(79,338)	-	(79,338)
Total revenues and other support	21,161,226	31,514	21,192,740
NET ASSETS RELEASED FROM RESTRICTIONS	161,314	(161,314)	-
Total revenues, other support, and net assets released from restrictions	21,322,540	(129,800)	21,192,740
EXPENSES			
Program services			
Child services	5,618,514	-	5,618,514
Community services	1,213,031	-	1,213,031
Energy assistance	4,088,771	-	4,088,771
Housing	5,475,141	-	5,475,141
Weatherization	3,309,103	-	3,309,103
Total program services	19,704,560	-	19,704,560
Supporting activities			
Management and general	1,522,812	-	1,522,812
Fundraising	197,469	-	197,469
Total expenses	21,424,841	-	21,424,841
CHANGE IN NET ASSETS BEFORE ACQUISITION OF PROPERTY AND LAND	(102,301)	(129,800)	(232,101)
ACQUISITION OF PROPERTY AND LAND	720,514	-	720,514
CHANGE IN NET ASSETS	618,213	(129,800)	488,413
NET ASSETS, BEGINNING OF YEAR	4,634,862	305,785	4,940,647
NET ASSETS, END OF YEAR	$ 5,253,075	$ 175,985	$ 5,429,060

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 42,329,510	$ -	$ 42,329,510
Fees for service	1,976,344	-	1,976,344
Rent revenue	58,600	-	58,600
Public support	514,628	113,717	628,345
In-kind donations	988,080	-	988,080
Interest	402	-	402
Fundraising	167,764	-	167,764
Other revenue	1,216	-	1,216
Gain on disposal of property	27,491	-	27,491
Total revenues and other support	46,064,035	113,717	46,177,752
NET ASSETS RELEASED FROM RESTRICTIONS	166,561	(166,561)	-
Total revenues, other support, and net assets released from restrictions	46,230,596	(52,844)	46,177,752
EXPENSES			
Program services			
Child services	5,120,775	-	5,120,775
Community services	2,123,402	-	2,123,402
Energy assistance	4,158,324	-	4,158,324
Housing	31,536,296	-	31,536,296
Weatherization	1,791,979	-	1,791,979
Total program services	44,730,776	-	44,730,776
Supporting activities			
Management and general	1,179,649	-	1,179,649
Fundraising	219,246	-	219,246
Total expenses	46,129,671	-	46,129,671
CHANGE IN NET ASSETS	100,925	(52,844)	48,081
NET ASSETS, BEGINNING OF YEAR	4,533,937	358,629	4,892,566
NET ASSETS, END OF YEAR	$ 4,634,862	$ 305,785	$ 4,940,647

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	Total
Payroll	$ 3,562,846	$ 276,616	$ 503,425	$ 628,100	$ 220,327	$ 5,191,316	$ 24,927	$ 854,406	$ 79,711	$ 6,150,360
Payroll taxes	293,123	23,014	41,585	51,302	17,595	426,619	2,305	40,988	6,452	476,364
Fringe benefits	233,618	18,544	42,466	49,182	23,016	366,828	-	63,255	5,369	435,452
Retirement	16,331	1,769	12,362	5,463	1,837	27,762	274	4,914	291	33,241
Weatherization material, fuel and client assistance	29,635	32,082	3,413,724	4,394,593	2,977,588	10,847,622	-	-	-	10,847,622
In-kind expenses	167,453	565,933	-	19,827	500	753,713	-	-	13,511	767,224
Consultants and contract labor	58,298	6,383	151	41,791	336	106,959	77,948	167,622	19,414	371,941
Consumable supplies	223,180	154,240	5,563	39,621	4,738	427,322	51,654	18,436	4,875	502,287
Occupancy	700,964	46,498	55,377	130,160	21,160	954,159	(621,635)	84,260	11,291	428,075
Repairs and maintenance	52,295	9,782	5,971	17,494	1,133	86,675	400,030	5,810	1,675	494,190
Insurance	33,359	3,256	1,325	8,559	955	47,454	15,170	56,416	185	119,225
Training and conferences	86,945	12,467	5,012	21,405	19,194	145,023	62	66,709	41,212	253,006
Depreciation	76,962	42,021	391	37,528	4,328	161,230	-	87,399	-	248,629
Travel and transportation	44,974	4,203	224	16,382	6,491	72,274	(12,307)	6,983	894	67,844
Printing and postage	1,074	3,098	2,051	60	19	6,302	-	6,091	10,295	22,688
Equipment and computer	6,952	728	-	2,525	6,628	16,833	16,357	3,458	60	36,708
Interest expense	17,629	6,819	9,144	11,149	3,256	47,997	2,834	42,163	1,280	94,274
Other program support	12,896	5,576	-	-	-	18,472	42,383	13,902	954	75,711
Total expenses	$ 5,618,514	$ 1,213,031	$ 4,088,771	$ 5,475,141	$ 3,309,103	$ 19,704,560	$ -	$ 1,522,812	$ 197,469	$ 21,424,841

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	Total
Payroll	$ 2,951,365	$ 644,816	$ 388,986	$ 920,193	$ 164,650	$ 5,070,010	$ 73,067	$ 681,722	$ 121,545	$ 5,946,344
Payroll taxes	247,208	57,069	32,974	75,584	12,672	425,507	6,311	63,162	9,833	504,813
Fringe benefits	205,921	34,528	30,366	72,552	19,799	363,166	82	37,953	5,220	406,421
Retirement	14,995	2,162	1,569	6,445	761	25,932	752	5,767	75	32,526
Weathertzation material, fuel and client assistance	119,381	20,588	3,606,402	29,909,257	1,514,988	35,170,616	-	-	-	35,170,616
In-kind expenses	14,772	966,268	-	-	-	983,040	-	-	5,040	988,080
Consultants and contract labor	166,829	14,565	2,692	212,431	1,597	398,114	99,599	139,998	12,755	650,466
Consumable supplies	206,399	205,366	9,582	35,892	8,549	465,788	42,120	18,091	3,958	529,957
Occupancy	704,886	70,467	41,243	141,580	18,043	976,219	(670,668)	69,769	6,201	381,521
Repairs and maintenance	39,766	23,938	7,541	10,406	2,763	84,414	440,423	660	2,194	527,691
Insurance	71,667	11,150	1,610	22,841	2,431	109,699	25,811	52,785	259	188,554
Training and conferences	80,246	5,551	2,526	7,834	17,205	113,362	119	26,440	41,454	181,375
Depreciation	80,133	34,099	391	34,641	4,328	153,592	-	85,443	-	239,035
Travel and transportation	42,327	4,808	89	11,836	6,722	65,782	(12,356)	4,699	769	58,894
Printing and postage	3,723	55	10,850	348	96	15,072	-	11,043	5,576	31,691
Equipment and computer	-	-	6,588	24,285	10,544	41,417	29,326	-	1,310	72,053
Interest expense	-	10,658	10,141	12,037	3,070	35,906	5,982	81,815	1,438	125,141
Indirect	105,441	-	-	-	-	105,441	-	(105,441)	-	-
Other program support	65,716	15,314	4,774	38,134	3,761	127,699	(40,568)	5,743	1,819	94,493
Total expenses	$ 5,120,775	$ 2,123,402	$ 4,158,324	$ 31,536,296	$ 1,791,979	$ 44,730,776	$ -	$ 1,179,649	$ 219,246	$ 46,129,671

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 488,413	$ 48,081
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	248,629	239,035
Amortization of debt issuance costs	3,376	3,376
Acquisition of property and land	(945,514)	-
Acquisition of long term debt	225,000	-
Transfer of property to Gafney Home, L.P.	129,397	-
Loss (gain) on disposal of property	79,338	(27,491)
Decrease (increase) in assets:		
Accounts receivable	681,516	(426,641)
Contributions receivable	30,000	(37,400)
Due from Gafney Home, L.P.	(519,890)	-
Inventory	88,148	9,780
Prepaid expenses	40,074	(15,380)
Other noncurrent assets	-	1,334
Security deposits	52	42
Increase (decrease) in liabilities:		
Accounts payable	849,547	(475,081)
Accrued payroll and related taxes	(472)	(7,229)
Accrued compensated absences	(12,435)	60,294
Refundable advances	(732,629)	630,909
Other current liabilities	(37,153)	73,462
Security deposits	(348)	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	615,049	77,091
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(100,594)	(506,141)
Proceeds on sale of property	19,023	600,000
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	(81,571)	93,859
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments made on long term debt	(75,453)	(355,915)
NET CASH USED IN FINANCING ACTIVITIES	(75,453)	(355,915)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	458,025	(184,965)
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	1,384,563	1,569,528
CASH AND RESTRICTED CASH, END OF YEAR	$ 1,842,588	$ 1,384,563
CASH AND RESTRICTED CASH		
Cash	$ 1,806,373	$ 1,355,108
Restricted cash:		
Insurance escrow	13,477	9,193
Tax escrow	5,931	5,952
Replacement reserves	6,580	4,363
Operating reserve	10,227	9,947
Total cash and restricted cash	$ 1,842,588	$ 1,384,563
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 90,898	$ 121,765
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND AND FINANCING ACTIVITIES		
Acquired property and land	$ 945,514	$ -
Acquired long term debt	$ 225,000	$ -

See Notes to Financial Statements

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Principles of Consolidation

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

Academy Street Family Housing, LLC (Academy Street) is a limited liability company which is consolidated because the Agency is the sole member of Academy Street. All significant intercompany items and transactions have been eliminated from the consolidated financial statements.

In addition to the Agency's administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

Basis of Accounting

The consolidated financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

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

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

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

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

At December 31, 2023 and 2022, the Agency had net assets without donor and with donor restrictions.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

Contributions
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

Contributed Services
Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance non-financial assets or (b) require specialized skills and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

Fair Value of Financial Instruments
Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

Inventory
Inventory materials are fixtures for installation and recorded at cost or net realizable value or if donated, at approximate fair value at date of donation, using the first-in, first-out method.

Property and Depreciation
Property and equipment, which have a cost greater than $5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated $248,629 and $239,035 for the years ended December 31, 2023 and 2022, respectively.

Accrued Earned Time
The Agency has accrued a liability of $193,093 and $205,528 at December 31, 2023 and 2022, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the previous three tax years and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Revenue Recognition Policy

The Agency derives revenue from grants, fees for services, donations, public support, and fundraising. Revenues are recognized when control of these services are transferred to customers, in an amount that reflects the consideration the Agency expects to be entitled to in exchange for those services. Cost incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

Academy Street derives revenue from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. Control of the leased units is transferred to the lessee in an exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Use of Estimates

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

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2023 and 2022 amounted to $10,426 and $72,759, respectively.

Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense for the years ended December 31, 2023 and 2022 amounted to $3,376 and has been included with interest expense in the consolidated statement of activities for each year. The unamortized deferred financing costs have been included as a reduction of the long term debt (see Note 10).

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying consolidated financial statements. The estimated fair value of the donation was determined to be $103,356 and $14,772 for the years ended December 31, 2023 and 2022, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $457,049 and $116,368, respectively, for the year ended December 31, 2023. For the year ended December 31, 2022, the estimated fair value of these food commodities and goods was determined to be $968,268 and $5,040, respectively.

The Agency also receives contributed professional services and volunteer time that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $90,451 for the year ended December 31, 2023. There were no contributed professional services for the year ended December 31, 2022.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Approved indirect rate

New Accounting Pronouncement

At the beginning of 2023, the Organization adopted FASB ASU 2016-13, *Financial Instruments–Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Agency adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Agency's financial statements.

NOTE 2. PROPERTY

As of December 31, 2023 and 2022, property consisted of the following:

	2023	2022
Land, buildings and improvements	$ 6,900,857	$ 6,181,672
Furniture, equipment and machinery	418,949	398,645
Vehicles	315,682	350,136
Total	7,635,488	6,930,453
Less accumulated depreciation	1,261,148	1,125,834
Net property	$ 6,374,340	$ 5,804,619

NOTE 3. RESTRICTED CASH BALANCES

Certain cash accounts have been established and are being funded in accordance with a regulatory agreement entered into between Academy Street and New Hampshire Housing as discussed below. All reserves are required to be held in qualified New Hampshire financial institutions that are insured by the FDIC.

Operating Reserve

Under the regulatory agreement, Academy Street is required to establish an operating reserve. The operating reserve was funded properly during the years ended December 31, 2023 and 2022.

Replacement Reserve

Under the regulatory agreement, Academy Street is required to set aside amounts for the replacement of property and other expenditures approved by New Hampshire Housing. Additionally, Academy Street is required to make monthly payments to the reserve. The reserve was properly funded during 2023 and 2022.

Insurance and Real Estate Tax Escrows

Academy Street is required to establish a reserve to fund tax and insurance payments in the project. Amounts are to be deposited on a monthly basis to accrue a sufficient balance to pay future tax and insurance bills of the project. As of December 31, 2023 and 2022, the balance in the reserves for tax and insurance escrows was properly funded.

NOTE 4. LIQUIDITY AND AVAILABILITY

The following represents the Agency's financial assets as of December 31, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	$ 1,806,373	$ 1,355,108
Accounts receivable	1,875,336	2,556,852
Contributions receivable	20,000	50,000
Due from Gafney Home, L.P.	519,890	-
Restricted cash	36,215	29,455
Total financial assets	4,254,814	3,991,415
Less amounts not available to be used within one year:		
Restricted cash	36,215	29,455
Board designated funds	-	307,315
Financial assets available to meet general expenditures over the next twelve months	$ 4,221,599	$ 3,654,645

The Agency's goal is generally to maintain financial assets to meet 30 days of operating expenses. As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

NOTE 5. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts, are written off through a charge to the valuation allowance and a credit to accounts receivable. The Agency uses historical loss information based on the aging of receivables as the basis to determine expected credit losses for receivables and believes that the composition of receivables at year-end is consistent with historical conditions.

The allowance for uncollectible accounts was estimated to be zero at December 31, 2023 and 2022. The Agency has no policy for charging interest on overdue accounts.

NOTE 6. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable to be fully collectible; accordingly, no allowance for contributions receivable has been recorded.

Total unconditional promises to give were as follows at December 31, 2023 and 2022:

	2023	2022
Within one year	$ 20,000	$ 30,000
In two to five years	-	20,000
	$ 20,000	$ 50,000

NOTE 7. DUE FROM GAFNEY HOME, L.P.

Gafney Home, L.P. (Gafney) is a low-income housing tax credit property. The general partner (0.01%) of Gafney is 100% owned by the Agency. The $519,890 included in due from Gafney Home, L.P. on the consolidated statement of financial position for the year ended December 31, 2023 represents amounts that the Agency has paid on behalf of Gafney for the construction that is underway.

NOTE 8. PLEDGED ASSETS

As described in **Note 9**, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement. As described in **Note 10**, the building of the Agency is pledged as collateral under the Agency's mortgage note payable agreement.

NOTE 9. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of $750,000. Prior to November 2023, $250,000 was the amount available on the revolving line of credit. The note is payable upon demand. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 9.50% at December 31, 2023 and 8.50% at December 31, 2022. The note is collateralized by all the assets of the Agency. There was no outstanding balance on the demand note payable as of December 31, 2023 and 2022.

NOTE 10. LONG TERM DEBT

The long term debt at December 31, 2023 and 2022 consisted of the following:

	2023	2022
Mortgage payable to Kennebunk Savings Bank which had interest only payments for 36 months followed by principal and interest payments for 264 months. During the year ended December 31, 2022 the note was refinanced to a fixed interest rate of 4.25% for the first ten years resulting in monthly principal and interest payments of $11,170. On April 26, 2032, and on that date every year thereafter, principal and interest payments will adjust to 1.50% above the highest U.S Prime Rate as published in the Wall Street Journal on the applicable change date, with a floor rate of 4%. The note matures in 2043. The mortgage payable is secured by real estate.	$ 1,790,164	$ 1,846,509
5.00% notes payable to the New Hampshire Community Loan Fund with monthly principal and interest payments of $3,251, maturing October 2037. The notes are secured by real estate.	387,745	406,854
Note payable to New Hampshire Housing Finance Authority. The note is not subject to interest or principal amortization and will be forgiven in 2028 provided that the property is used for transitional housing. The note is secured by real estate.	225,000	-
Non-interest bearing note payable to New Hampshire Housing deferred until April 21, 2060 or until the project is sold, refinanced or surplus cash is available. The note is secured by real estate.	785,889	785,889

	2023	2022
Non-interest bearing note payable to New Hampshire Housing deferred until July 1, 2051 or until the project is sold, refinanced or surplus cash is available. The note is secured by real estate.	25,755	25,755
Total long term debt before current portion of long term debt and unamortized debt issuance costs	3,214,553	3,065,007
Current portion of long term debt	(99,121)	(95,690)
Unamortized debt issuance costs	(57,457)	(60,833)
Total long term debt	$ 3,057,975	$ 2,908,484

The schedule of maturities of long term debt at December 31, 2023 is as follows:

Year Ended December 31	Amount
2024	$ 99,121
2025	82,809
2026	86,562
2027	90,488
2028	319,591
Thereafter	2,535,982
Total	$ 3,214,553

NOTE 11. NET ASSETS

At December 31, 2023 and 2022, net assets with donor restrictions consisted of the following:

	2023	2022
Whole family	$ 39,286	$ 42,755
COVID related	-	120,546
Fuel assistance	136,699	142,484
Total	$ 175,985	$ 305,785

At December 31, 2023 and 2022, net assets without donor restrictions consisted of the following:

	2023	2022
Undesignated	$ 5,253,075	$ 4,327,547
Board designated	-	307,315
Total net assets without donor restrictions	$ 5,253,075	$ 4,634,862

NOTE 12. OPERATING LEASES

Facilities occupied by the Agency for its community service programs are rented under the terms of various leases with expiration dates through 2032. For the years ended December 31, 2023 and 2022, the annual lease/rent expense for the leased facilities was $69,901 and $90,501, respectively.

The Agency accounts for its operating leases under ASU 2016-02, *Leases (Topic 842)*. As such, the right of use (ROU) assets represent the Agency's right to use underlying assets for the lease term, and the lease liabilities represent the Agency's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The discount rate related to the Agency's lease liability as of December 31, 2023 was 3.75%, which is based upon the risk-free borrowing rates commensurate with the lease terms. At December 31, 2023, the ROU asset and lease liability is $81,312. At December 31, 2022, the ROU asset and lease liability is $146,825.

The weighted average lease term at December 31, 2023 is 5.44 years. The weighted average discount rate at December 31, 2023 is 3.75%.

Common expenses, classified as occupancy costs in the accompanying consolidated financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs as incurred.

Academy Street leases property from the Agency under a lease agreement for an annual rent amount of $1. The lease expires during April 2045. Unless either party serves the other with a 180 day written notice prior to the expiration of the initial term, at the end of the initial term, the lease shall be automatically extended for an additional 25 year term.

Lease liability maturities as of December 31, 2023 is as follows:

Year Ending December 31	Amount
2024	$ 38,401
2025	6,901
2026	6,901
2027	6,901
2028	6,901
Thereafter	24,144
Total undiscounted lease liability	90,149
Less imputed interest	(8,837)
Total lease liability	$ 81,312

NOTE 13. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however, employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2023 and 2022 totaled $33,241 and $32,526, respectively.

NOTE 14. CONCENTRATION OF RISK

The Agency receives a majority of its support from federal and state governments. For the years ended December 31, 2023 and 2022, approximately 89% and 96%, respectively, of the Agency's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Agency's programs and activities.

NOTE 15. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of $250,000.

NOTE 16. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2023 and 2022.

NOTE 17. RENTAL INCOME RECEIVABLE

During the year ended December 31, 2023, and subsequent to year end, Academy Street entered into four separate rental agreements for use of their four apartments. The rental agreements have differing expirations ranging from April 2024 through April 2025. Monthly payments for the agreements ranged from $1,168 to $1,394 and are due the first day of each month. At December 31, 2023 and 2022, $2,587 and $1,412, respectively, is outstanding from tenants for rent and is included in accounts receivable in the accompanying consolidated statements of financial position.

The approximate future rental payments owed on the above leases are as follows:

Year Ended December 31	Amount
2024	$ 51,598
2025	15,824
Total	$ 67,422

NOTE 18. ACQUISITION OF PROPERTY AND LAND

During the year ended December 31, 2023, the Agency acquired property and land relating to a transitional housing program from another nonprofit organization. The value of the building and land received in the acquisition totaled $675,570 and $269,944, respectively.

As part of the acquisition of the property and land, the Agency also acquired the related note payable of $225,000, payable to New Hampshire Housing Finance Authority (see **Note 10**). The Agency has been running the operations of the transitional housing program since the acquisition.

NOTE 19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through June 5, 2024, the date the consolidated financial statements were available for issuance.

Subsequent to year end, on May 1, 2024, the Agency acquired the Home for Now Shelter, which is a homeless center in Strafford County, from another nonprofit organization. The value of the property acquired totaled $1,502,600. The Agency will acquire all other remaining assets from the nonprofit organization once their dissolution is finalized.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2023

	Community Action Partnership of Strafford County	Academy Street Family Housing, LLC	Total	Consolidating Adjustments	Consolidated
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	$ 1,742,370	$ 64,003	$ 1,806,373	$ -	$ 1,806,373
Accounts receivable	1,872,749	2,587	1,875,336	-	1,875,336
Contributions receivable	20,000	-	20,000	-	20,000
Due from affiliate	5,065	-	5,065	(5,065)	-
Due from Gafney Home, L.P.	519,890	-	519,890	-	519,890
Inventory	413,604	-	413,604	-	413,604
Prepaid expenses	11,972	-	11,972	-	11,972
Total current assets	4,585,650	66,590	4,652,240	(5,065)	4,647,175
NONCURRENT ASSETS					
Restricted cash	-	36,215	36,215	-	36,215
Security deposits	5,172	3,203	8,375	-	8,375
Property, net of accumulated depreciation	5,536,103	838,237	6,374,340	-	6,374,340
Other noncurrent assets	25,503	-	25,503	-	25,503
Right of use asset	81,312	-	81,312	-	81,312
Total noncurrent assets	5,648,090	877,655	6,525,745	-	6,525,745
TOTAL ASSETS	$ 10,233,740	$ 944,245	$ 11,177,985	$ (5,065)	$ 11,172,920
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long term debt	$ 79,216	$ 19,905	$ 99,121	$ -	$ 99,121
Accounts payable	1,290,169	5,336	1,295,505	-	1,295,505
Accrued payroll and related taxes	128,546	-	128,546	-	128,546
Accrued compensated absences	193,093	-	193,093	-	193,093
Due to affiliate	-	5,065	5,065	(5,065)	-
Refundable advances	849,145	-	849,145	-	849,145
Other current liabilities	36,292	17	36,309	-	36,309
Current portion of right of use liability	36,264	-	36,264	-	36,264
Total current liabilities	2,612,725	30,323	2,643,048	(5,065)	2,637,983
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	2,281,290	776,686	3,057,976	-	3,057,976
Security deposits	-	2,853	2,853	-	2,853
Right of use liability, less current portion shown above	45,048	-	45,048	-	45,048
Total noncurrent liabilities	2,326,338	779,539	3,105,877	-	3,105,877
Total liabilities	4,939,063	809,862	5,748,925	(5,065)	5,743,860
NET ASSETS					
Without donor restrictions	5,118,692	134,383	5,253,075	-	5,253,075
With donor restrictions	175,985	-	175,985	-	175,985
Total net assets	5,294,677	134,383	5,429,060	-	5,429,060
TOTAL LIABILITIES AND NET ASSETS	$ 10,233,740	$ 944,245	$ 11,177,985	$ (5,065)	$ 11,172,920

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Community Action Partnership of Strafford County	Academy Street Family Housing, LLC	Consolidated
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 16,787,565	$ -	$ 16,787,565
Fees for service	3,030,181	-	3,030,181
Rent revenue	-	65,397	65,397
Public support	361,132	-	361,132
In-kind donations	767,224	-	767,224
Interest	235	854	1,089
Fundraising	227,539	-	227,539
Other revenue	31,951	-	31,951
Loss on disposal of property	(79,338)	-	(79,338)
Total revenues and other support	21,126,489	66,251	21,192,740
EXPENSES			
Program services			
Child services	5,618,514	-	5,618,514
Community services	1,213,031	-	1,213,031
Energy assistance	4,088,771	-	4,088,771
Housing	5,392,053	83,088	5,475,141
Weatherization	3,309,103	-	3,309,103
Total program services	19,621,472	83,088	19,704,560
Supporting activities			
Management and general	1,522,812	-	1,522,812
Fundraising	197,469	-	197,469
Total expenses	21,341,753	83,088	21,424,841
CHANGE IN NET ASSETS BEFORE ACQUISITION OF PROPERTY AND LAND	(215,264)	(16,837)	(232,101)
ACQUISITION OF PROPERTY AND LAND	720,514	-	720,514
CHANGE IN NET ASSETS	505,250	(16,837)	488,413
NET ASSETS, BEGINNING OF YEAR	4,789,427	151,220	4,940,647
NET ASSETS, END OF YEAR	$ 5,294,677	$ 134,383	$ 5,429,060

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURES	
U.S. Department of Agriculture					
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	4300-ZZZ		$ 124,546
Child Nutrition Cluster					
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Education	4300-ZZZ	$ 96,893	
National School Lunch Program	10.555	State of New Hampshire Department of Education	At-Risk After School Care Centers	42,223	139,116
Food Distribution Cluster					
Emergency Food Assistance Program	10.569	Belknap-Merrimack Community Action Partnership	None	1,000	
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partnership	None	457,048	458,048
Total U.S. Department of Agriculture					$ 721,711
U.S. Department of Housing and Urban Development					
Supportive Housing for the Elderly	14.157	Dover Housing Authority	Dover Housing Authority		$ 31,433
CDBG Entitlement Grants Cluster					
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire	City of Dover	47,431	
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire	City of Rochester	97,897	145,328
CV - Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	05-95-42-423010-7927	134,363	
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	05-95-42-423010-7927	87,098	221,461
Continuum of Care	14.267	State of New Hampshire Department of Health and Human Services	SS-2020-BHS-04PERNA-11	111,064	
Continuum of Care	14.267	State of New Hampshire Department of Health and Human Services		230,377	
Continuum of Care	14.267	State of New Hampshire Department of Health and Human Services		232,573	574,014
Supportive Housing Program	14.235	State of New Hampshire Department of Health and Human Services	010-092-7176-102-0415		22,915
Total U.S. Department of Housing and Urban Development					$ 995,151
U.S Department of Homeland Security					
Emergency Food and Shelter National Program	97.024	United Way	593600-036		$ 4,800
Total U.S. Department of Homeland Security					$ 4,800
U.S. Department of Energy					
BIL - Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	02-62-62-620010-0000-374-50	371,634	
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-024010-7706-074-500587	177,515	$ 549,149
Total U.S. Department of Energy					$ 549,149
U.S. Department of the Treasury					
Emergency Rental Assistance Program	21.023	State of New Hampshire, NHHFA		1,564,073	
Emergency Rental Assistance Program	21.023	State of New Hampshire, NHHFA	HES	183,044	$ 1,747,117
Coronavirus State and Local Fiscal Recovery Funds	21.027	State of New Hampshire, NHHFA			2,516,503
Total U.S. Department of the Treasury					$ 4,263,620

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURES
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging - Title III, Part B	93.044	State of New Hampshire Department of Health and Human Services, NTS	05-95-48-48010-78720000-513-500352		$ 19,810
Maternal, Infant, Early Childhood - Homevisiting Program	93.870	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-95-90-902010-5896		267,195
Foster Care - Title IV - E	93.658	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-95-90-902010-5897		205,598
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for Children Youth and Families	05-095-042-421010-29730000-103-500734-42107308		34,503
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for Children Youth and Families	05-095-045-450010-61460000-502-500891-42106803		80,862
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500587	3,682,755	
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500587	301,306	3,984,061
Low-Income Water Assistance Program	93.499	State of New Hampshire Governor's Office of Energy & Planning	02-82-82-82010-19880000-500587		66,413
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA	010-045-7148-083-0415	234,452	
Community Services Block Grant	93.569	Southern NH Services	RPIC	7,463	
CV-Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA	G-1981NHCOSR	76,862	318,777
CCDF Cluster					
ARPA - Child Care and Development Block Grant	93.575	State of New Hampshire, DHHS	177200		354,882
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH01149602 & 603, 01HP00025002	3,911,764	
CV - Head Start	93.600	Direct Funding	01CH01149601C3, 01HE00051501C6	144,403	4,056,167
Substance Abuse and Mental Health Services Administration	93.243	Hope on Haven Hill	H79T084759		40,136
Social Programs for the Aging Title III Part D Disease Prevention and Health Promotion Services	93.043	National Council on Aging	90HDRC008		3,774
Social Services Research and Demonstration	93.647	State of New Hampshire, DHHS, Division for Children Youth and Families	8CDA0017		1,756
Maternal and Child Health Services Block Grant to States	93.994	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-090-51900000-103-500731-90004009		9,202
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for Children Youth and Families	05-095-042-421010-29680000-103-500734-42106802		1,385
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-042-421010-29680000-103-500734-42106803		129,421
Total U.S. Department of Health & Human Services					$ 9,563,701
TOTAL					$ 16,999,932

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2023

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3. INDIRECT COST RATE

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4. FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5. SUBRECIPIENTS

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2023.

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

To the Board of Directors of
Community Action Partnership of Strafford County

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of December 31, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows, and the related notes to the consolidated financial statements, and have issued our report thereon dated June 5, 2024.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001, that we consider to be a significant deficiency.

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell & Roberts
Professional Association

Dover, New Hampshire
June 5, 2024

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

To the Board of Directors of
Community Action Partnership of Strafford County

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2023. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Community Action Partnership of Strafford County's federal programs.

Auditors' Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

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

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

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

Leone, McDonnell & Roberts
Professional Association

Dover, New Hampshire
June 5, 2024

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2023

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Community Action Partnership of Strafford County and Affiliate were prepared in accordance with GAAP.

2. One significant deficiency relating to the audit of the consolidated financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that would be required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major were: U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program, ALN 93.568 and U.S. Department of the Treasury, Emergency Rental Assistance Program, ALN 21.023, Coronavirus State and Local Fiscal Recovery Funds, ALN 21.027, U.S Department of Energy, Weatherization Assistance for Low-Income Persons, ALN 81.042.

8. The threshold used for distinguishing between Type A and B programs was $750,000.

9. Community Action Partnership of Strafford County was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

2023-001

Condition: Accounts receivable was not reconciled to the aging report and uncollectible amounts were not written off timely. Bad debt expense was recognized in the current year as a result.

Criteria: Internal controls should be in place to ensure that accounts receivable are reconciled frequently to the aging report and accounts receivable are reviewed for collectability regularly. This reconciliation should be reviewed and approved by the CFO.

Cause: There has been a great deal of staff turnover in the Agency and the difficulty in hiring qualified people into the fiscal department has made proper accounting controls hard to achieve.

Effect: An entry in the amount of $97,154 was posted to the current year bad debt expense. As nearly all accounts receivable is driven by billing for expenses under grants, it is normally deemed 100% collectible. As such, revenue in a prior year was overstated by the $97,154.

Recommendation: We recommend that accounts receivable be reviewed regularly and any amounts that are deemed uncollectible are written off timely and/or establish an allowance for doubtful accounts. We also recommend that procedures are implemented to ensure that monthly reconciliations for accounts receivable are being performed in a timely manner.

Views of Responsible Officials and Planned Corrective Actions: As previously discussed during the fieldwork and noted in the report, staff turnover at CAPSC caused delays in some reconciliations due to training and hiring processes. There were no incorrect actions or processes; the delay in writing off outstanding accounts receivable was primarily due to staff turnover. With our newly completed fiscal team, we are now positioned to thoroughly research and resolve all outstanding accounts receivable balances. We are confident that our established procedures for monthly reviews and follow-up activities will effectively address this issue.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

Community Action Partnership of Strafford County
Board of Directors 2025

Name	Board Role	Sector
Terry Jarvis	Chairperson	Elected Official New Durham
Katrin Kasper	Vice Chairperson	Elected/Appointed Official Town Of Lee
Sarah Kuhl	Secretary	Private Banking Representative
Steve Trozinski	Treasurer	Private Community Representative
Nate Bernitz	Board member	Private UNH Cooperative Extension
Heather Blumenfeld	Board Member	Lived Experience Executive Director Triangle Club
Bekki Carlson	Board Member	Lived Experience Childcare
Anthony M. Carr	Board Member	Private Legal Representative
Leah Crouser	Board Member	Private NHPD
Nicki Gearwar	Board Member	Lived Experience Parent Representative
Robert Harrington	Board Member	Private MGB/WDH

Community Action Partnership of Strafford County
Board of Directors 2025

Jessica Lamontagne	Board Member	Elected Official State Representative
Brandi McKay-Berry	Board Member	Elected/Appointed Official Town of Barrington
Ian Oneail	Board Member	Private Banking Representative
Roxanne Osgood	Board Member	Lived Experience Rochester Housing Authority
Rich Plourde	Board Member	Private Revo Casino
James Rathbun	Board Member	Lived Experience Head Start Policy Council
Tom Southworth	Board Member	Elected/Appointed Official State Representative
Mark Toussaint	Board Member	Elected/Appointed Official City of Rochester
Christi-Anne Walter	HS Policy Council Chairperson	Lived Experience Head Start Policy Council Chair
Jeff Warach	Board Member	Elected/Appointed Official Supervisor of Checklist- Dover

Community Action Partnership of Strafford County
Board of Directors 2025

Robert Warach	Board Member	Elected/Appointed Official City of Dover

Community Action Partnership of Strafford County
State of New Hampshire – WAP Program
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Bob Arnold	Housing Development and Revitalization Director/QCI	85,009.60	25%	$21252.40
Kevin Hayes	Weatherization Manager/BA-P	$62,816.00	25%	$15,704.00
Zack Aham	Energy Auditor/QCI	$54,912.00	25%	$13,728.00
Vicki Pease	Energy Auditor BA-P	$53,726.40	25%	$13431.60

Robert J. Arnold, Housing Development and Revitalization Director & Weatherization Program Manager
Community Action Partnership of Strafford County
Email: barnold@straffordcap.org Phone: (603) 435-2500 x.8151

Work Experience

Housing Development and Revitalization Director, Community Action Partnership of Strafford County, Dover, NH, Dec 2021 – Present

- 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.
- 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.

Weatherization Program Manager, Community Action Partnership of Strafford County, Dover, NH, Mar 2017 – Present

- 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.

Owner and Private Contractor, Bob Arnold Contracting, Rochester NH, June 2006 – Mar 2017

Senior Loan Officer, East West Mortgage, Peabody, MA, Oct 2004 – Jun 2006

Branch Manager, Critifinancial, Midwest City, OK, Nov 1999 – Oct 2004

Branch Manager, General Acceptance Corporation, Gladstone, MO, Nov 1996 – Nov 1999

Military Service/Military Awards

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

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)

community Action PARTNERSHIP of Strafford County

Robert J. Arnold, Housing Development and Revitalization Director & Weatherization Program Manager
Community Action Partnership of Strafford County
Email: barnold@straffordcap.org Phone: (603) 435-2500 x.8151

Education/Certifications

BPI HEA Energy Auditor, New York State Weatherization Directors Association, 2021

BPI HEA Quality Control Inspector, New York State Weatherization Directors Association, 2021

BPI Building Analyst, Lakes Region Community College, 2017

OSHA 30 Certification, Keene State College, 2020

Building Operator Certification I, Lakes Region Community College, 2021

Mold Inspector (CMI), 360training.com

No Degree, Penn Valley Community College, 1990-1991

Organizations

Associate Member, New York State Weatherization Directors Association, 2021 – Present

Member, Strafford County Public Health Network Lead Poisoning Task Force, 2020 – Present

Member, Building Performance Association, 2019 – Present

Member, Northeast Home Energy Rating System Alliance, 2019 – Present

Member, Residential Energy Performance Association, 2019 – Present

Member, New Hampshire WAP Technical Committee, 2018 – Present

Honorary Warrior, Tribe of Mic-O-Say, Boy Scouts of America

Member, AMVETS

Member, Veterans of Foreign Wars

Kevin Hayes, Weatherization Manager
Community Action Partnership of Strafford County

Work Experience:

Owner/Operator: Kevs Collectibles-Rochester, NH, September 2009 to Present

- Small E Commerce business specializing in collectables

Weatherization Manager, Community Action Partnership of Strafford County, Nov. 2024 – Present

Warehouse Manager: Northern Composites-Hampton, NH, Sept. 2017 – Oct. 2024

- Results-driven Warehouse Manager with over seven years of experience at Northern Composites in Hampton, NH, specializing in the packaging and preparation of outbound shipments for both domestic and international deliveries.
- Proficient in utilizing UPS WorldShip and FedEx Shipping Manager software for efficient shipping processes, with certifications in 46 CFR and IATA.
- Experienced in purchasing and quality control, currently integrating IT solutions to enhance quality control measures per ISO and ASA standards, including Quality Auditing for ISO 9000, 9100D, and 9120B.
- Demonstrated expertise in facilities oversight, focusing on preventative maintenance and calibration certification to ensure operational excellence. Strong problem-solver with a commitment to optimizing warehouse efficiency and maintaining high-quality standards.

Team Leader: NCS Global Inc-Rochester, NH, June 2014 to July 2017

- Team Leader NCS Global Inc in Rochester, NH, specializing in inventory control and shipping operations.
- Proven expertise in managing inbound and outbound logistics, including domestic and international freight.
- Proficient in operating various equipment, including battery-powered forklifts and manual/powered pallet jacks.
- Adept at handling small parcel shipments with major carriers such as UPS, FedEx, and USPS.
- Knowledgeable in international customs regulations and domestic Bill of Lading (BOL) requirements.
- Experienced in successfully executing special projects, enhancing operational efficiency, and leading teams to achieve performance goals.

Client Services Rep: BayRing Communications, June 2007 to March 2010

- Duties included but were not limited to maintaining customer records, making sure account balances were kept up to date, new installations, and responding to customer needs.
- This position also had a level one troubleshooting aspect to it such as assisting customers in finding solutions to their issue before sending a trouble ticket to the internal repair/switch department.

Project Manager / Business Development: SellmytimeshareNOW LLC, November 2004 to April 2007

- Dynamic professional position, with extensive experience in developing web content and enhancing business models to drive growth and efficiency.
- Proficient in office communication and a range of software applications, coupled with strong IT skills that facilitate both hardware and software troubleshooting.
- Adept at navigating unique challenges in a startup environment, demonstrating creativity and resourcefulness to build systems from the ground up while maintaining budget constraints.

community Action PARTNERSHIP of Strafford County

- Proven ability to solve complex problems and deliver innovative solutions that align with organizational goals.

Education

High school diploma in General, Portsmouth High School - Portsmouth, NH, September 1980 to June 1984

Class Certification: NSPIRE Inspector Training

Class Certification: USDOE Effective Production Planning

Class Certification: NAIMA Intro to Installation of Fiberglass Insulation

Class Certification: USDOE/SCEP Weatherization Assistance Program

Class Certification in Distribution/Logistics/Transport - IATA HazMat Air Transport

Class Certification in Distribution/Logistics/Transport - 49CFR - HazMat Ground Transport

Class Certification in HR/Safety - Health and Safety Management

Class Certification in Distribution/Logistics/Transport - Hazcom: Corrosives

Class Certification in Distribution/Logistics/Transport - Hazcom: Flammables and Combustibles

Class Certification in HR/Safety - Introduction to Job Hazard Analysis

Class Certification in OSHA/Warehouse/Safety - Material Handling and Storage

Class Certification in Distribution/Logistics/Transport - Shipping Dry Ice

Certifications and Licenses:

OSHA 10

OSHA 30

BPI – Building Science Principles

BPI – Building Analyst / Technician

CPR/AED June 2019

First Aid CPR AED June 2019

Forklift Certification

Driver's License

49 CFR -March 2022 to March 2025

IATA Certification March 2024 to March 2026

ServSafe November 2022 to Present

CPPB

ZACHARY AHAM

OBJECTIVE

am looking for a position where I can use my experience and knowledge to grow. I am interested in pursuing a career in environmental science. I have taken many courses in environmental studies, it is where my strengths, interests and passion lie

---

SKILLS

Works well with others
Active learner

Determined

Strong work ethic

Excellent public speaking skills

Advanced experienced hiker

Four years on the Pinkerton Cross Country
Four years on the Pinkerton Track & Field Indoor & Outdoor teams

Two years on the Franklin Pierce University Cross Country and Track & Field team

---

WORK HISTORY

LANDSCAPING • ALL SEASON LANDSCAPING

May 2022 -Sep 2022

Lawn care

Hardscapes

Wall construction

Gardening

Large machine operation

MAINTAINCE • COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

Dec 2021 -Feb 2022

Small construction projects

Paint and wall repair

Spring and fall clean up

Building repairs and clean out

LANDSCAPING • SELF EMPLOYED

May 2018 -Sep 2021

- Worked for individual in need of yard care
- Kept individual schedules and appointments
- Small construction projects
- Lawn care
- Spring and fall clean up
- Gardening

CAMP COUNCILOR • NOTTINGHAM PARKS AND RECREATION

June 2019 – Aug 2021

- Nature councilor and sports councilor for 3 years
- Responsible for children in outdoor classroom including:
- Nature walks, identification lessons and physical fitness
- Enforcement of Covid protocols and children safety
- CPR certified

EDUCATION

GREAT BAY COMMUNITY COLLEGE

FRANKLIN PIERCE UNIVERSITY

Environmental Science

Including classes in:

- Biology
- Biological Ethics
- Anatomy & Physically
- Ecology
- Anatomy & Physiology

PINKERTON HIGH SCHOOL

- Athletic Scholar
- Track scholarship recipient

REFERENCES AVAILABLE UPON REQUEST

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