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STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY  
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June 4, 2025

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to amend an existing **SOLE SOURCE** contract with Southwestern Community Services (SCS), Keene, NH, Vendor #177511, by adjusting funds within budget categories to optimize the federal allowances for Average Cost Per Dwelling Unit (ACPU) by shifting select personnel costs from the Program budget category and using those funds to increase available Health & Safety funds and to fund newly created budget categories for Energy Audits and Final Inspections, with no change to the completion date, effective upon Governor and Executive Council approval through June 30, 2027. The original contract was approved for \$2,270,682 by the Governor and Executive Council on December 12, 2022, Item #52, and amended to \$1,613,972 on September 25, 2024, Item #5G. There is no overall increase to the funding level for this amendment. **100% Federal Funds.**

**EXPLANATION**

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

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

This amendment will reduce the Infrastructure Investment and Jobs Act Weatherization Assistance Program (IIJA WAP, formerly Bipartisan Infrastructure Law Weatherization Assistance Program - BIL WAP) Program Category budget amount by \$198,957 from \$1,061,939 to \$862,982, and use those funds to: 1) increase the Health & Safety budget category by \$14,033, 2) create an optional

budget category for Energy Audits funded with \$123,282, and 3) create an optional budget category for Final inspection with \$61,642.

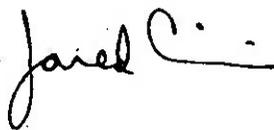
These amendments to the federal IJJA WAP contracts will permit the Department to optimize the federal allowances for Average Cost Per Dwelling Unit (ACPU) by shifting select personnel costs from the Program budget category and using those funds to increase available Health & Safety funds and to fund newly created budget categories for Energy Audits and Final Inspections. This will enhance the ACPU calculation, resulting in an increase of energy conservation measures available to each dwelling served. These outcomes will streamline SCS's efforts to meet the goals of the IJJA WAP effectively and efficiently in the program years that began on July 1, 2022, and expires June 30, 2027.

Contract Categories to be changed as follows:

Contract Category	Current Amount	Increase (Decrease)	Revised Amount
Admin	\$141,597	\$0	\$141,597
Program	\$1,061,939	(\$198,957)	\$862,982
Health & Safety	\$170,892	\$14,033	\$184,925
Energy Audits	\$0	\$123,282	\$123,282
Final Inspection	\$0	\$61,642	\$61,642
Training & Technical Assistance	\$239,544	\$0	\$239,544
<b>Total</b>	<b>\$1,613,972</b>	<b>\$0</b>	<b>\$1,613,972</b>

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

Respectfully submitted,



Jared S. Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

SUBJECT: INFRASTRUCTURE INVESTMENT AND JOBS ACT WEATHERIZATION ASSISTANCE PROGRAM (WAP IJA) (formerly Bipartisan Infrastructure Law Weatherization Assistance Program -WAP BIL) CONTRACT

AMENDMENT # 2

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

Pursuant to an Agreement (hereinafter referred to as the Contract), approved by the Governor and Executive Council on December 21, 2022, Item #52, and amended on September 25, 2024, Item #5G, the Contractor has agreed to provide certain services, per the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums as specified therein.

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

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

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

1. **Amendment and Modification of Contract.** To streamline SCS's efforts to meet the goals of the IJA WAP effectively and efficiently in the program years that began on July 1, 2022, and expires June 30, 2027, the Contract is amended and modified as follows:

- A) Exhibit C, Payment Terms, Contractor WAP IJA Grant Allocation: Amend paragraph #1, to reflect changes in grant budget categories available to Contractor and to true up Health & Safety allowances:
1. Amend by deleting the current sum of \$1,061,939 and inserting in place thereof the sum of \$862,982;
  2. Amend by deleting the sum of \$170,892 and inserting the sum of \$184,925;
  3. Amend by creating a budget category for Energy Audits and inserting the sum of \$123,282;
  4. Amend by creating a budget category for Final Inspection and inserting the sum of \$61,642.

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

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

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

Southwestern Community Services, Inc.

By: Beth Daniels  
Beth Daniels, Chief Executive Officer

Date: 04/29/25

STATE OF NEW HAMPSHIRE  
Department of Energy

Jared S. Chicoine  
Jared S. Chicoine, Commissioner

Date: 4/29/25

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

J. M. [Signature]  
Print Name and Title

Date: 5/2/2025

Approval by the Governor and Executive Council

G&C Meeting Date: \_\_\_\_\_

G&C Item #: \_\_\_\_\_

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0007142018



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.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services, Inc  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 14, 2024 at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

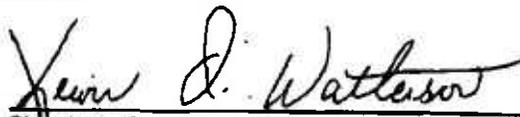
is duly authorized on behalf of Southwestern Community Services, Inc to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 4/23/2025

  
Signature of Elected Officer  
Name: Kevin Watterson  
Title: Chairperson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2024

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).

<b>PRODUCER</b> The Hilb Group New England, LLC PO Box 606  Keene NH 03431		<b>CONTACT NAME:</b> Ana O'Donnell, CPIW, CIC <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> aodonnell@hilbgroup.com	
<b>INSURED</b> Southwestern Community Services, Inc. PO Box 603  Keene NH 03431-0603		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Philadelphia Indemnity Insurance Co      18058 INSURER B: Granite State Healthcare & Human Services Trust INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 25/28      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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2636316	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL LIAB \$ 1M / 2M
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB893672	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20232000036	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Energy 21 South Fruit St, Ste 10 Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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*Financial Statements*

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**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**AND RELATED COMPANIES**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023  
AND  
INDEPENDENT AUDITORS' REPORT  
AND  
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

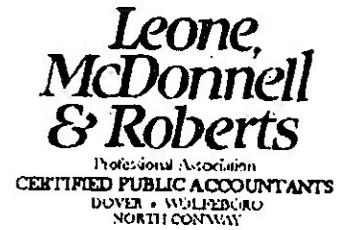
CERTIFIED PUBLIC ACCOUNTANTS ✓

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Southwestern Community Services, Inc.

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southwestern Community Services, Inc. and related companies 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 financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' 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 Southwestern Community Services, Inc. and related companies' 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 Southwestern Community Services, Inc. and related companies' 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.

**Report on Summarized Comparative Information**

We have previously audited Southwestern Community Services, Inc. and related companies' 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 24, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the 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 December 13, 2024, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Southwestern Community Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Wolfeboro, New Hampshire  
December 13, 2024

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u> <u>(As Restated)</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,218,833	\$ 2,237,914
Accounts receivable, net	1,689,491	2,027,517
Prepaid expenses	230,749	157,449
Total current assets	<u>4,119,073</u>	<u>4,422,880</u>
<b>PROPERTY</b>		
Land and buildings	35,018,214	30,392,465
Vehicles and equipment	669,654	647,670
Furniture and fixtures	1,233,681	983,284
Total property	<u>36,921,549</u>	<u>32,023,399</u>
Less accumulated depreciation	<u>19,589,511</u>	<u>16,520,026</u>
Property, net	<u>17,332,038</u>	<u>15,503,373</u>
<b>OTHER ASSETS</b>		
Investment in related parties	57,683	64,178
Right of use asset	68,167	98,159
Due from related parties	37,647	53,895
Cash escrow and reserve funds	1,831,509	1,556,493
Security deposits	133,140	111,044
Other assets	-	384
Total other assets	<u>2,128,146</u>	<u>1,884,153</u>
Total assets	<u>\$ 23,579,257</u>	<u>\$ 21,810,406</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 329,964	\$ 239,270
Accrued expenses	199,146	158,107
Accrued payroll and payroll taxes	129,890	235,401
Other current liabilities	177,631	166,988
Refundable advances	297,427	1,049,917
Current portion of lease liability	32,945	32,364
Current portion of Economic Injury Disaster Loan	3,788	3,685
Current portion of long term debt	190,399	183,158
Total current liabilities	<u>1,361,190</u>	<u>2,068,890</u>
<b>NONCURRENT LIABILITIES</b>		
Accrued interest	215,232	-
Long term lease liability, less current portion shown above	35,222	65,795
Economic Injury Disaster Loan, less current portion shown above	141,564	144,966
Long term debt, less current portion shown above	12,177,088	11,103,983
Total noncurrent liabilities	<u>12,569,106</u>	<u>11,314,744</u>
Total liabilities	<u>13,930,296</u>	<u>13,383,634</u>
<b>NET ASSETS</b>		
Without donor restrictions	9,552,738	8,303,380
With donor restrictions	96,223	123,392
Total net assets	<u>9,648,961</u>	<u>8,426,772</u>
Total liabilities and net assets	<u>\$ 23,579,257</u>	<u>\$ 21,810,406</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED MAY 31, 2024  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2024 Total</u>	<u>2023 (As Restated)</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Government contracts	\$ 15,733,967	\$ -	\$ 15,733,967	\$ 23,407,391
Program service fees	2,626,199	-	2,626,199	2,480,960
Rental income	1,938,308	-	1,938,308	1,873,226
Support	605,479	35,790	641,269	715,146
Sponsorship	40,865	-	40,865	8,197
Interest income	27,215	-	27,215	18,235
Forgiveness of debt	89,089	-	89,089	166,931
Miscellaneous	198,447	-	198,447	104,742
In-kind contributions	64,736	-	64,736	69,852
	<u>21,324,305</u>	<u>35,790</u>	<u>21,360,095</u>	<u>28,844,680</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
	<u>62,959</u>	<u>(62,959)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>21,387,264</u>	<u>(27,169)</u>	<u>21,360,095</u>	<u>28,844,680</u>
<b>EXPENSES</b>				
<b>Program services</b>				
Home energy programs	8,791,961	-	8,791,961	9,895,617
Education and nutrition	3,363,127	-	3,363,127	3,090,471
Homeless programs	2,418,438	-	2,418,438	9,417,446
Housing services	3,070,415	-	3,070,415	3,113,505
Economic development services	1,114,069	-	1,114,069	731,021
Other programs	822,929	-	822,929	678,220
	<u>19,580,939</u>	<u>-</u>	<u>19,580,939</u>	<u>26,926,280</u>
<b>Supporting activities</b>				
Management and general	2,344,056	-	2,344,056	2,360,358
	<u>21,924,995</u>	<u>-</u>	<u>21,924,995</u>	<u>29,286,638</u>
<b>CHANGE IN NET ASSETS BEFORE GAIN (LOSS) ON SALE OF PROPERTY</b>				
	(537,731)	(27,169)	(564,900)	(441,958)
<b>GAIN (LOSS) ON SALE OF ASSETS</b>				
	331,439	-	331,439	2,936
<b>LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS</b>				
	<u>(9,138)</u>	<u>-</u>	<u>(9,138)</u>	<u>(30,052)</u>
<b>CHANGE IN NET ASSETS</b>				
	(215,430)	(27,169)	(242,599)	(469,074)
<b>NET ASSETS, BEGINNING OF YEAR, AS ORGINALLY STATED</b>				
	8,303,380	123,392	8,426,772	8,698,976
<b>PRIOR PERIOD ADJUSTMENT</b>				
	<u>-</u>	<u>-</u>	<u>-</u>	<u>196,870</u>
<b>NET ASSETS, BEGINNING OF YEAR, AS RESTATED</b>				
	8,303,380	123,392	8,426,772	8,895,846
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>				
	<u>1,464,788</u>	<u>-</u>	<u>1,464,788</u>	<u>-</u>
<b>NET ASSETS, END OF YEAR</b>				
	<u>\$ 9,552,738</u>	<u>\$ 96,223</u>	<u>\$ 9,648,961</u>	<u>\$ 8,426,772</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED MAY 31, 2024**

	Home Energy Programs	Education and Nutrition	Nonclass Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2024 Total
Payroll	\$ 849,101	\$ 2,041,801	\$ 367,874	\$ 659,342	\$ 430,638	\$ 614,757	\$ 4,883,513	\$ 968,279	\$ 5,851,742
Payroll taxes	88,315	160,163	30,182	48,854	35,038	40,278	362,827	72,854	435,681
Employee benefits	163,113	308,174	108,715	266,079	51,396	134,285	1,121,768	258,701	1,380,557
Reimbursement	48,208	122,411	21,508	53,495	19,548	32,795	257,963	85,887	343,850
Advertising	-	12,042	2,098	1,093	6,590	2,644	26,647	4,402	31,048
Bank charges	39	-	51	1,249	-	16	1,355	11,480	12,835
Bad debt expense	-	15	2,510	-	-	-	2,525	-	2,525
Computer cost	3,190	22,387	13,957	30,408	20,510	-	90,352	137,828	227,978
Contractual	1,413,029	23,971	42,201	2,972	9,999	12,855	1,508,027	73,205	1,578,232
Depreciation	-	29,159	170,561	661,070	-	11,183	892,173	187,407	1,059,580
Dues/registration	-	5,280	-	432	468	-	6,580	1,189	7,774
Duplicating	2,096	16,162	-	-	-	-	6,585	1,189	29,337
Insurance	7,303	16,339	39,700	87,801	16,095	7,947	178,075	10,479	178,075
Interest	-	3,328	6,183	50,648	-	946	61,083	108,737	169,820
Meeting and conference	9,791	562	451	6,123	7,197	8,940	31,063	17,685	48,778
Miscellaneous expense	471	1,508	1,312	127,587	8,984	142	138,004	23,098	161,102
Miscellaneous losses	-	-	-	127,873	-	-	127,873	375	128,248
Equipment purchases	6,859	3,134	-	8,391	-	-	18,484	789	17,233
Office expense	37,693	12,158	10,520	18,444	8,947	7,052	95,084	20,280	115,364
Postage	850	262	-	131	132	-	1,215	33,311	34,526
Professional fees	845	-	9,258	33,081	-	-	43,284	14,853	31,855
Staff development and training	12,436	110	2,032	1,480	-	1,064	17,102	101,021	144,305
Subscriptions	-	-	-	123	-	40	163	3,855	4,018
Telephone	6,588	15,302	20,540	17,019	2,508	2,718	70,772	85,870	136,742
Travel	9,291	15,543	66,079	8,087	53,272	888	153,068	6,000	159,128
Vehicle	19,809	236	1,571	18,644	82,277	13,551	137,088	2,463	159,151
Rent	19,440	12,000	-	-	-	-	31,440	-	31,440
Spec. costs	10,127	193,388	504,040	805,378	17,852	133	1,534,818	1,081,439	1,081,439
Direct client assistance	8,103,147	192,328	871,108	11,703	339,540	32,071	7,648,895	158,520	7,648,895
In-kind expenses	-	64,736	-	-	-	-	64,736	-	64,736
<b>TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION</b>	<b>8,791,561</b>	<b>3,363,127</b>	<b>2,418,438</b>	<b>3,070,415</b>	<b>1,114,089</b>	<b>822,929</b>	<b>19,540,938</b>	<b>2,344,056</b>	<b>21,924,996</b>
Allocation of management and general expenses	1,052,493	482,924	269,314	367,583	133,366	98,514	2,344,056	(2,344,056)	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 9,844,054</b>	<b>\$ 3,765,731</b>	<b>\$ 2,707,952</b>	<b>\$ 3,437,998</b>	<b>\$ 1,247,455</b>	<b>\$ 921,443</b>	<b>\$ 21,924,996</b>	<b>\$ -</b>	<b>\$ 21,924,996</b>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED MAY 31, 2021**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Programs	Management and General	2021 Total
Payroll	\$ 604,298	\$ 1,847,987	\$ 633,731	\$ 625,222	\$ 353,418	\$ 441,854	\$ 4,509,510	\$ 918,734	\$ 5,515,244
Payroll taxes	57,891	151,063	50,582	49,024	30,751	38,739	378,154	87,510	443,664
Employee benefits	132,466	360,268	144,229	212,369	15,364	128,121	1,012,817	183,746	1,176,563
Retirement	35,253	105,574	38,178	44,702	15,838	28,398	265,141	83,144	348,285
Advertising	3,810	7,035	1,708	3,811	2,333	-	18,195	1,524	16,719
Bank charges	10	-	23	4,175	-	-	4,208	8,243	12,451
Computer cost	22,147	21,189	21,646	28,550	19,001	-	112,533	147,767	260,300
Contractual	751,082	15,848	35,804	21,229	37,879	11,039	867,481	117,724	985,205
Depreciation	-	28,865	159,460	862,182	-	7,700	868,207	148,882	1,036,769
Dues/registration	-	4,480	-	1,080	468	267	6,295	11,110	17,405
Duplicating	1,489	17,587	-	-	-	-	14,056	16,747	30,798
Insurance	13,455	16,378	38,847	70,125	10,765	9,030	167,600	44,378	212,068
Interest	-	3,840	5,265	54,004	-	428	63,537	108,853	172,330
Meeting and conference	13,891	156	656	3,962	4,153	801	23,958	15,367	39,325
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,164	148,162	38,401	184,563
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	3,836	-	7,883	-	-	19,351	590	19,941
Office expense	66,250	12,674	31,714	12,403	10,330	1,830	135,141	33,083	168,204
Postage	1,378	226	178	123	484	-	2,347	37,767	40,154
Professional fees	2,825	-	6,550	32,842	-	-	41,826	99,770	141,090
Staff development and training	10,191	1,323	1,065	6,856	1,760	1,328	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	29,729	19,282	1,771	1,898	64,745	60,159	124,900
Travel	7,440	19,511	128,830	10,111	38,103	-	204,095	6,850	210,745
Vehicle	15,962	551	1,853	25,000	83,381	7,630	134,108	772	134,838
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Space costs	18,019	244,532	554,635	922,845	15,968	-	1,755,999	160,857	1,916,956
Direct client assistance	8,012,822	140,913	7,532,435	14,183	52,443	2,284	15,755,080	45,828	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
<b>TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION</b>	<b>9,895,617</b>	<b>3,060,471</b>	<b>9,417,446</b>	<b>3,113,565</b>	<b>731,021</b>	<b>678,220</b>	<b>26,926,260</b>	<b>2,360,356</b>	<b>29,286,638</b>
Allocation of management and general expenses	967,450	270,911	625,533	272,830	84,881	59,453	2,360,358	(2,360,358)	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 10,763,067</b>	<b>\$ 3,331,382</b>	<b>\$ 10,042,979</b>	<b>\$ 3,386,435</b>	<b>\$ 795,102</b>	<b>\$ 737,673</b>	<b>\$ 29,286,628</b>	<b>\$ -</b>	<b>\$ 29,286,638</b>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (242,599)	\$ (469,074)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	1,059,580	1,036,769
Amortization of deferred financing costs	662	662
Gain on sale of assets	(331,439)	(2,936)
Loss on investment in limited partnerships	9,138	30,052
Forgiveness of debt	(89,089)	(166,931)
Decrease (increase) in assets:		
Accounts receivable, net	358,026	(281,565)
Prepaid expenses	(64,541)	86,541
Due from related parties	13,935	(6,329)
Security deposits	(5,595)	(11)
Other assets	384	-
(Decrease) increase in liabilities:		
Accounts payable	87,717	31,235
Accrued expenses	21,212	(71,003)
Accrued payroll and payroll taxes	(105,511)	(118,385)
Other current liabilities	10,643	8,016
Refundable advances	(752,490)	(272,835)
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	<u>(29,967)</u>	<u>(195,794)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of property	418,812	3,301
Purchase of property	(363,642)	(467,807)
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>	<u>55,170</u>	<u>(464,506)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from long term debt	6,377	8,581
Repayment of long term debt	(204,221)	(187,127)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(197,844)</u>	<u>(178,546)</u>
<b>NET DECREASE IN CASH AND RESTRICTED CASH</b>	(172,641)	(838,846)
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>3,794,407</u>	<u>4,633,253</u>
<b>CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<u>428,576</u>	<u>-</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 4,050,342</u>	<u>\$ 3,794,407</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	\$ 167,158	\$ 171,568
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
Property financed by long term debt	<u>\$ 253,318</u>	<u>\$ 227,421</u>
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	\$ 8,759	\$ -
Land and buildings	2,112,578	-
Furniture and fixtures	227,560	-
Equipment	18,520	-
Security deposits	<u>16,501</u>	<u>-</u>
Total transfer of assets from newly consolidated LPs	<u>\$ 2,383,918</u>	<u>\$ -</u>
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	\$ 2,977	\$ -
Accrued expenses	19,827	-
Accrued interest	215,232	-
Due to related parties	2,313	-
Long term debt	<u>1,110,000</u>	<u>-</u>
Total transfer of liabilities from newly consolidated LPs	<u>\$ 1,350,349</u>	<u>\$ -</u>
Total partners' capital from newly consolidated LPs	1,462,145	-
Partners' capital previously recorded as investment in related parties	<u>2,643</u>	<u>-</u>
Total transfer of partner's capital from new consolidated LP	<u>\$ 1,464,788</u>	<u>\$ -</u>
<b>CASH AND RESTRICTED CASH:</b>		
Cash and cash equivalents	\$ 2,218,833	\$ 2,237,914
Cash escrow and reserve funds	<u>1,831,509</u>	<u>1,556,493</u>
Total cash and restricted cash	<u>\$ 4,050,342</u>	<u>\$ 3,794,407</u>

See Notes to Consolidated Financial Statements

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

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

**General**

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

**Principles of Consolidation**

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)  
Sold June 2023
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)
- Railroad Square Senior Housing Limited Partnership (Railroad Square)

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**Basis of Accounting**

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

**Basis of Presentation**

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

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

As of May 31, 2024 and 2023, the Organization had net assets without donor restrictions and with donor restrictions (see **Note 12**).

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2023 from which the summarized information was derived.

**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.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

**Concentration of Credit Risk**

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

**Current Vulnerability Due to Certain Concentrations**

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2024 and 2023, approximately 74% and 81%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. The Organization uses historical loss information based on the aging receivables as the basis to determine expected credit losses from receivables and believes that the composition of receivables at year-end is consistent with historical conditions as credit terms and practices and the client base has not changed significantly. The allowance for uncollectible accounts was estimated to be zero at May 31, 2024 and 2023, respectively. The Organization has no policy for charging interest on overdue accounts.

**In-Kind Donations / Noncash transactions**

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The Organization received \$64,736 and \$69,852 in donated services and materials for the years ended May 31, 2024 and 2023, respectively (see Note 16).

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**Refundable Advances**

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

**Property and Depreciation**

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2024 and 2023 totaled \$1,059,580 and \$1,036,769, respectively.

**Advertising**

The Organization expenses advertising costs as incurred.

**Income Taxes**

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

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2024 and 2023 tax returns totaling \$1,322,915 and \$1,276,789, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling \$497 and \$509 at May 31, 2024 and 2023, respectively. These loss carryforwards may be offset against future taxable income and, if not used, began to expire in 2023. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling \$140,337 and \$89,166 at May 31, 2024 and 2023, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31:

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Tax benefit from loss carryforwards	\$307,387	\$286,957
Valuation allowance	<u>(307,387)</u>	<u>(286,957)</u>
Deferred tax asset	\$ -	\$ -

Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, Warwick, and Railroad Square are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

**Fair Value of Financial Instruments**

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

*Level 3* - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

**Support and Revenue Recognition**

*Contracts with Customers*

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

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

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

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

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

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**Private Grant Revenue and Contributions**

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

**Grants and Support**

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

**Rental Revenue**

The Organization derives revenues 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. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use.

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2021 through May 31, 2024.

**New Accounting Pronouncement**

At June 1, 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 Organization adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements.

**NOTE 2**      **BANK LINE OF CREDIT**

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2024 and 2023, the interest rate was 8.50% and 8.25%, respectively. There was no outstanding balance at May 31, 2024 and 2023.

**NOTE 3**      **LONG TERM DEBT**

The long term debt consisted of the following at May 31:

	<b><u>2024</u></b>	<b><u>2023</u></b>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization (NHH, 96 Main Street).	\$ 89,887	\$ 107,975

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	21,589	23,589
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 17 Pearl).	242,708	242,708
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 41-43 Central).	376,066	376,066
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization (M&T Bank, Milestones).	55,113	75,268
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,010,552	2,053,855
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Note payable to a bank in monthly installments for principal and interest of \$2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2024 and 2023. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	333,951	348,687
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2024. The note was forgiven in full during the year ended May 31, 2024. The note was secured by real estate of the Organization (HUD, Ashuelot).	-	25,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2024. The note was forgiven in full during the year ended May 31, 2024. The note was secured by real estate of the Organization (HUD, 112 Charlestown Road).	-	15,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHH, Second Chance).	794,189	794,189

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	267,336	281,406
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive \$472,000 from CDBG. The agreement was amended during the year ended May 31, 2023 to increase the total loan to \$784,021. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (Keene Shelters).	648,960	648,960
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Claremont and SCS for the purpose of renovating the Claremont shelter. In total, SCS will receive \$365,568 from CDBG-CV. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (Claremont Shelter).	365,568	112,250
2.99% note payable to a bank in monthly installments for principal and interest of \$820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	62,116	69,327
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of \$240,000 reduced to \$204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	168,000	180,000

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
3.575% note payable to a finance company in monthly installments for principal and interest of \$650 through September 2026. The note is secured by a vehicle (Leaf, Dodge Ram).	16,989	23,914
3.75% note payable to a finance company in monthly installments for principal and interest of \$530 through November 2026. The note is secured by a vehicle (Leaf, Promaster Van).	14,570	20,166
4.373% note payable to a finance company in monthly installments for principal and interest of \$534 through December 2026. The note is secured by a vehicle (Leaf, Promaster Van).	15,170	20,766
6.04% note payable to a finance company in monthly installments for principal and interest of \$626 through June 2027. The note is secured by a vehicle (Leaf, Promaster Van).	20,611	26,649
5.64% note payable to a finance company in monthly installments for principal and interest of \$621 through July 2027. The note is secured by a vehicle (Leaf, Promaster Van).	20,881	26,836
5.88% note payable to a finance company in monthly installments for principal and interest of \$631 through September 2027. The note is secured by a vehicle (Leaf, Promaster Van).	22,304	28,337
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	140,210	140,210

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	70,802	93,821
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	300,011	293,634
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	316,096	328,879

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of \$2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	420,938	426,517
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing-use restrictions for the 30 year term of the mortgage.	222,402	229,826
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of \$370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	32,432	36,178
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHH).	72,769	75,836
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of \$3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	356,966	383,653
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	915,000
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	500,000
Railroad Square - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire, due December 2039, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	460,000	-
Railroad Square - Non-recourse, 4.21% interest mortgage note payable to New Hampshire Housing (HOME), due June 2038, payments made (applied first to interest accrued) at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH). Accrued interest related to this note was \$215,232 at May 31, 2024.	450,000	-

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Railroad Square - Non-recourse, zero interest, mortgage note payable to Federal Home Loan Bank of Boston, due June 2024, principal payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to an affordable housing program agreement for the 15 year term of the mortgage note (Federal Home Loan Bank).	<u>200,000</u>	<u>-</u>
Total long-term debt before unamortized deferred financing costs	12,383,120	11,303,436
Unamortized deferred financing costs	<u>(15,633)</u>	<u>(16,295)</u>
	12,367,487	11,287,141
Less current portion due within one year	<u>190,399</u>	<u>183,158</u>
	<u>\$12,177,088</u>	<u>\$11,103,983</u>

The schedule of maturities of long term debt at May 31, 2024 is as follows:

<b>Year Ending</b>	<b>Amount</b>
<u>May 31</u>	
2025	\$ 190,399
2026	197,955
2027	180,404
2028	146,734
2029	1,049,278
Thereafter	<u>10,618,350</u>
Total	<u>\$12,383,120</u>

**NOTE 4 ECONOMIC INJURY DISASTER LOAN**

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of \$150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for 30 months from the date of the note. Installments, including principal and interest, of \$641 monthly begin in December 2022. The balance of principal and interest will be payable in December 2052. The loan is secured by the Small Business Administration. EIDL balance at May 31, 2024 and 2023 was \$145,352 and \$148,651, respectively.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

The scheduled maturities of the EIDL as of May 31, 2024 were as follows:

<b>Year Ending</b>	<b>Amount</b>
<b><u>May 31</u></b>	
2025	\$ 3,788
2026	3,893
2027	4,001
2028	4,113
2029	4,227
Thereafter	<u>125,330</u>
Total	<u>\$ 145,352</u>

**NOTE 5** **FORGIVENESS OF DEBT**

During the years ended May 31, 2024 and 2023, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled \$89,089 and \$166,931 for the years ended May 31, 2024 and 2023, respectively.

**NOTE 6** **OPERATING LEASES**

The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liability represents the Organization's obligation to make lease payments arising from these leases. The ROU asset and lease liability, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 1.8%. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2028. Monthly lease payments range from \$470 to \$4,050. Lease expense for the years ended May 31, 2024 and 2023 totaled \$99,015 and \$143,725, respectively.

The weighted average lease term at May 31, 2024 is 1.67 years. The weighted average discount rate at May 31, 2024 is 1.80%.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

Future minimum payments as of May 31, 2024 on the above leases are as follows:

<b>Year Ending</b>	<b>Amount</b>
<b><u>May 31</u></b>	
2025	\$ 32,945
2026	23,379
2027	<u>13,288</u>
	69,612
Less imputed interest	<u>1,445</u>
Total	<u>\$ 68,167</u>

**NOTE 7** **ACCRUED COMPENSATED BALANCES**

At May 31, 2024 and 2023, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$155,985 and \$149,156, respectively.

**NOTE 8** **CONTINGENCIES**

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$10,200,000 and \$10,300,000 at May 31, 2024 and 2023, respectively.

Partnership real estate with a cost basis of approximately \$22,400 at May 31, 2024 and 2023 provides collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization 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 by government audits as of May 31, 2024 and 2023.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**NOTE 9**      **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2024 and 2023, SCS Housing, Inc. managed nine limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$256,642 and \$243,847, for the years ended May 31, 2024 and 2023, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled \$37,647 and \$53,895 at May 31, 2024 and 2023, respectively.

**NOTE 10**      **EQUITY INVESTMENT**

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	<u>2024</u>	<u>2023</u>
Cityside Housing Associates, LP	\$ (9,528)	\$ (9,522)
Marlborough Homes, LP	(87)	(73)
Payson Village Senior Housing Associates, LP	(12,563)	(12,553)
Woodcrest Drive Housing Associates, LP	98,329	107,416
Westmill Senior Housing, LP	6	20
Railroad Square Senior Housing Associates, LP	-	(2,643)
Alstead Senior Housing Associates, LP	<u>(18,474)</u>	<u>(18,467)</u>
	<u>\$ 57,683</u>	<u>\$ 64,178</u>

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2024 and 2023.

The remaining 99.90% ownership interest in Railroad Saure Senior Housing Associates, LP was acquired by Southwestern Community Services, Inc. During the year ended May 31, 2024 (see Note 13), and therefore the limited partnership is included in the consolidated financial statements for the year ended May 31, 2024.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2024 and 2023.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2024 and 2023, consists of the following:

	<u>2024</u>	<u>2023</u>
Total assets	\$ <u>44,581</u>	\$ <u>49,237</u>
Total liabilities	13,045	14,695
Capital/Member's equity	<u>31,536</u>	<u>34,632</u>
	\$ <u>44,581</u>	\$ <u>49,327</u>
Income	\$ 3,284	\$ 3,576
Expenses	<u>4,489</u>	<u>4,975</u>
Net loss	\$ <u>(1,205)</u>	\$ <u>(1,399)</u>

**NOTE 11** **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$383,830 and \$349,285 for the years ended May 31, 2024 and 2023, respectively.

**NOTE 12** **RESTRICTIONS ON NET ASSETS**

Net assets with donor restrictions are available for the following purposes:

	<u>2024</u>	<u>2023</u>
GAPS/Warm Fund	88,462	116,369
Head Start Parents Association	<u>7,761</u>	<u>7,023</u>
Total net assets with donor restrictions	\$ <u>96,223</u>	\$ <u>123,392</u>

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**NOTE 13    TRANSFER OF PARTNERSHIP INTEREST**

During the year ended May 31, 2024, Southwestern Community Services, Inc. acquired a partnership interest in a low-income housing limited partnership: Railroad Square. The amount paid for the partnership interest in Railroad Square was \$1, and at the time of acquisition, Southwestern Community Services, Inc. became the limited partner.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

	<u>Railroad Square</u>
Date of Transfer	05/21/2024
Cash	\$ 139,243
Security deposits	16,501
Cash reserves	289,333
Property, net	2,358,658
Other assets	<u>8,759</u>
Total assets	<u>2,812,494</u>
Notes payable	1,110,000
Other liabilities	<u>240,349</u>
Total liabilities	<u>1,350,349</u>
Partners' capital	<u>\$ 1,462,145</u>

**NOTE 14    BOARD DESIGNATED NET ASSETS**

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$9,301 and \$12,792 designated by the board at May 31, 2024 and 2023, respectively.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**NOTE 15**    **LIQUIDITY AND AVAILABILITY**

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31:

	<u>2024</u>	<u>2023</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 2,218,833	\$ 2,237,914
Accounts receivable	1,669,491	2,027,517
Due from related party	37,647	53,895
Cash escrow and reserve funds	<u>1,831,509</u>	<u>1,556,493</u>
 Total financial assets	 <u>5,757,480</u>	 <u>5,875,819</u>
 Less amounts not available to be used within one year:		
Due from related party	(37,647)	(53,895)
Reserve funds	<u>(1,831,509)</u>	<u>(1,556,493)</u>
 Total amounts not available within one year	 <u>(1,869,156)</u>	 <u>(1,610,388)</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 3,888,324</u>	 <u>\$ 4,265,431</u>

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately \$1,700,000 and \$2,320,000 at May 31, 2024 and 2023, respectively. The Organization has a \$250,000 line of credit available to meet cash flow needs.

**NOTE 16**    **IN-KIND CONTRIBUTIONS/SERVICES**

The Organization records the value of in-kind contributions according to the accounting policies described (see Note 1).

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the years ended May 31:

	<u>2024</u>	<u>2023</u>
Volunteer hours		
Head Start and Early Head Start	<u>\$ 64,736</u>	<u>\$ 69,852</u>

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED MAY 31, 2024 AND 2023**

**NOTE 17** **PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended May 31, 2023 have been restated to properly reflect the amount of income and refundable advances relating to program costs. Unrestricted net assets at May 31, 2023 have been increased by \$196,870.

**NOTE 18** **RECLASSIFICATION**

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

**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 December 13, 2024, the date the financial statements were available to be issued.

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2023**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2024 Total
<b>REVENUES AND OTHER SUPPORT</b>									
Government contracts	\$ 9,016,650	\$ 4,049,230	\$ 2,283,643	\$ 4,600	\$ 549,474	\$ 449,320	\$ 15,357,826	\$ 361,041	\$ 15,733,867
Program service fees	933,379	-	94,865	737,700	-	800,255	2,626,199	-	2,626,199
Rental income	-	-	76,286	1,833,102	-	-	1,912,388	25,920	1,938,308
Support	28,618	42,222	261,665	-	100,016	148,350	641,269	-	641,269
Sponsorship	-	3,892	-	-	-	37,003	40,895	-	40,895
Interest income	1,278	1,708	4,531	4,434	96	6,054	18,101	9,114	27,215
Forgiveness of debt	-	-	66,070	23,019	-	-	89,089	-	89,089
Miscellaneous	2,758	-	12,898	108,308	73,484	-	198,447	-	198,447
In-kind contributions	-	64,736	-	-	-	-	64,736	-	64,736
<b>Total revenues and other support</b>	<b>\$ 9,992,881</b>	<b>\$ 4,161,658</b>	<b>\$ 2,653,219</b>	<b>\$ 2,717,164</b>	<b>\$ 783,070</b>	<b>\$ 1,500,931</b>	<b>\$ 20,844,020</b>	<b>\$ 416,073</b>	<b>\$ 21,360,093</b>
<b>EXPENSES</b>									
Payroll	\$ 849,101	\$ 2,041,801	\$ 387,874	\$ 659,342	\$ 430,638	\$ 514,757	\$ 4,883,513	\$ 969,229	\$ 5,851,742
Payroll taxes	68,315	180,183	30,182	48,854	35,038	40,775	382,827	72,854	455,681
Employee benefits	183,113	388,174	108,715	268,079	51,366	134,289	1,121,766	258,291	1,380,057
Recreation	48,208	122,411	21,506	53,495	19,548	32,785	297,563	85,987	383,550
Advertising	-	12,042	2,098	1,053	8,590	2,864	26,647	4,402	31,049
Bad debt expense	39	-	51	1,249	-	16	1,355	11,480	12,835
Computer cost	-	15	2,310	-	-	-	2,325	-	2,325
Contractual	3,186	22,287	13,557	30,408	20,510	-	80,352	137,626	227,978
Depreciation	1,413,029	33,971	42,201	2,972	9,959	12,855	1,508,027	73,205	1,578,232
Dues/registration	-	28,359	170,561	681,070	-	11,183	882,173	187,407	1,069,580
Duplicating	-	5,280	-	432	-	468	6,545	-	7,774
Insurance	2,094	16,782	-	-	-	-	19,658	1,189	20,337
Interest	7,302	16,239	39,700	87,801	10,085	7,947	178,075	10,479	178,075
Meeting and conference	-	3,328	6,183	50,048	-	948	61,083	106,737	167,820
Miscellaneous expense	9,791	592	451	6,172	7,197	6,940	31,093	17,685	48,778
Miscellaneous taxes	471	1,508	1,312	127,587	6,984	142	138,004	23,088	161,102
Equipment purchases	8,958	3,134	-	127,873	-	-	127,873	375	128,248
Office expense	37,963	12,158	10,520	16,444	8,947	7,052	16,434	799	17,233
Postage	600	262	-	6,361	-	-	8,084	20,280	115,364
Professional fees	845	-	9,258	33,081	132	-	43,284	101,021	144,305
Staff development and training	12,438	110	2,032	1,460	-	1,084	17,102	14,853	31,955
Subscriptions	-	-	-	123	-	40	163	3,855	4,018
Telephone	6,568	15,302	29,549	17,018	2,506	2,718	70,772	65,970	136,742
Travel	8,201	15,843	96,079	8,087	53,272	866	153,088	6,000	159,128
Vehicle	19,809	236	1,571	19,844	82,277	13,351	137,088	2,463	139,551
Rest	10,440	12,000	-	-	-	-	31,440	-	31,440
Space costs	10,127	193,388	904,040	809,379	17,852	133	1,534,919	156,520	1,691,439
Direct client assistance	6,103,147	193,328	871,108	11,703	339,540	32,071	7,649,895	-	7,649,895
In-kind expenses	-	64,736	-	-	-	-	64,736	-	64,736
<b>TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION</b>	<b>8,791,001</b>	<b>3,363,127</b>	<b>2,416,438</b>	<b>3,070,415</b>	<b>1,114,099</b>	<b>872,929</b>	<b>19,580,939</b>	<b>2,344,056</b>	<b>21,924,895</b>
Allocation of management and general expenses	1,052,495	402,604	289,314	397,563	133,399	95,514	2,344,056	(2,344,056)	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 9,843,496</b>	<b>\$ 3,765,731</b>	<b>\$ 2,705,752</b>	<b>\$ 3,467,978</b>	<b>\$ 1,247,498</b>	<b>\$ 928,443</b>	<b>\$ 21,924,995</b>	<b>\$ -</b>	<b>\$ 21,924,895</b>

See Independent Auditors' Report

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**  
**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**FOR THE YEAR ENDED MAY 31, 2022**

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
<b>REVENUES AND OTHER SUPPORT</b>									
Government contracts	\$ 9,381,673	\$ 3,517,407	\$ 9,264,458	\$ 4,217	\$ 509,801	\$ 122,528	\$ 22,615,084	\$ 592,307	\$ 23,407,381
Program service fee	622,718	-	187,240	727,503	-	948,489	2,480,900	-	2,480,900
Rental income	-	-	70,369	1,779,882	-	-	1,850,051	23,175	1,873,226
Support	136,478	44,743	285,910	3,900	130,414	143,845	714,894	252	715,146
Sponsorship	-	2,289	-	-	-	5,928	8,197	-	8,197
Interest income	1,031	837	2,401	4,042	91	2,522	10,924	7,311	18,235
Forgiveness of debt	-	-	143,911	23,020	-	-	166,931	-	166,931
Miscellaneous	4,543	3,480	12,123	60,278	-	-	89,422	24,320	104,742
In-kind contributions	-	69,852	-	-	-	-	69,852	-	69,852
Total revenues and other support	\$ 10,168,441	\$ 3,612,588	\$ 9,951,418	\$ 2,897,749	\$ 640,302	\$ 1,221,322	\$ 28,197,315	\$ 647,365	\$ 28,844,680
<b>EXPENSES</b>									
Payroll	\$ 694,298	\$ 1,847,987	\$ 633,731	\$ 675,222	\$ 353,418	\$ 441,654	\$ 4,596,510	\$ 918,734	\$ 5,515,244
Payroll taxes	57,891	151,563	50,582	49,028	30,751	38,239	378,154	67,510	443,604
Employee benefits	132,466	360,266	144,229	212,369	35,364	128,121	1,012,817	163,746	1,176,563
Repayment	35,253	109,574	38,176	44,702	19,838	26,598	268,141	83,144	349,285
Advertising	3,510	7,032	1,708	3,611	2,333	-	18,199	1,524	19,719
Bank charges	10	-	23	4,175	-	-	4,208	8,343	12,451
Computer cost	22,147	21,189	21,948	28,550	19,001	-	112,533	147,787	280,300
Contractual	751,082	15,848	35,804	21,229	32,678	11,039	867,481	117,724	985,205
Depreciation	-	28,885	159,460	692,182	-	7,700	888,207	148,562	1,036,769
Dues/ing stration	-	4,480	-	1,080	-	468	6,295	11,110	17,405
Duplicating	1,489	12,587	-	-	-	-	14,056	18,742	30,798
Insurance	13,455	16,378	38,847	70,125	19,755	9,036	167,680	44,378	212,058
Interest	-	3,940	5,205	54,004	-	428	63,577	168,653	172,230
Meeting and conference	13,831	156	896	3,963	4,153	901	23,959	18,367	39,326
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,184	148,182	38,491	184,673
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	2,936	-	7,983	-	-	19,351	580	19,941
Office expense	66,260	12,374	31,714	12,403	10,320	1,830	125,141	33,083	168,204
Postage	1,378	226	176	129	484	-	2,287	37,767	40,154
Professional	2,825	-	6,559	32,542	-	-	41,926	59,770	141,696
Staff development and training	10,191	1,323	1,085	6,558	1,760	1,228	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	20,728	10,282	1,771	1,896	64,745	60,155	124,900
Travel	7,440	15,811	128,830	10,111	38,103	-	204,095	6,650	210,745
Vehicle	15,862	551	1,853	25,000	63,361	7,439	134,186	772	134,958
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Specs costs	18,019	244,532	564,855	922,845	15,968	-	1,755,999	160,957	1,916,956
Direct client assistance	6,012,822	140,913	7,537,435	14,183	52,443	2,284	15,755,080	45,928	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	9,885,617	3,090,471	9,417,446	3,113,505	731,021	678,220	28,926,280	2,380,358	29,266,538
Allocation of management and general expenses	887,450	270,911	525,533	272,930	64,081	59,452	7,360,358	(2,360,358)	-
TOTAL FUNCTIONAL EXPENSES	\$ 10,763,067	\$ 3,361,382	\$ 9,942,979	\$ 3,386,435	\$ 795,102	\$ 737,672	\$ 29,286,638	\$ -	\$ 29,266,538

See Independent Auditors' Report

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED MAY 31, 2021**

<b>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</b>	<b>ASSISTANCE LISTING NUMBER</b>	<b>PASS-THROUGH GRANTOR'S NAME</b>	<b>GRANTOR'S NUMBER</b>	<b>FEDERAL EXPENDITURE</b>
<b>U.S. Department of Agriculture</b>				
<b>Special Supplemental Nutrition Program for</b>				
<b>Women, Infants, and Children (WIC)</b>	10 557	State of NH, Department of Health & Human Services	734124082M2C08 (modernization), 234NH703W1003 (wic), 234NH1743W5003 (blpc)	\$ 343,690
<b>Child and Adult Care Food Program</b>	10 558	State of NH, Department of Education	Unknown	145,194
<b>Food Distribution Cluster</b>				
<b>Commodity Supplemental Food Program</b>	10 563	Community Action Program Belknap-Merrimack Counties	Unknown	\$ 4,600
<b>Commodity Supplemental Food Program (Food Commodities)</b>	10 565	Community Action Program Belknap-Merrimack Counties	Unknown	121,258
<b>Total U.S. Department of Agriculture</b>				<b>\$ 614,808</b>
<b>U.S. Department of Housing and Urban Development</b>				
<b>Community Development Block Grants/State's Program and Non-Entitlement Grants in Housing</b>				
	14 228	City of Claremont	21-722-COPF-CV	\$ 293,318
<b>Emergency Solutions Grant Program</b>				
	14 231	State of NH, DHHS Bureau of Housing Supports	E-21-DC-33-0001	83,300
<b>Continuum of Care Program</b>				
Continuum of Care Program	14 287	State of NH, DHHS Bureau of Housing Supports	NH-0096L17002207	\$ 80,118
Continuum of Care Program	14 287	State of NH, DHHS Bureau of Housing Supports	NH-0031L17002210	288,389
Continuum of Care Program	14 287	State of NH, DHHS Bureau of Housing Supports	NH-0092L17002207	213,947
Continuum of Care Program	14 287	State of NH, DHHS Bureau of Housing Supports	NH-0074L17002210	120,290
Continuum of Care Program	14 287	State of NH, DHHS Bureau of Housing Supports	NH-0019L17002215	183,747
<b>Total U.S. Department of Housing and Urban Development</b>				<b>\$ 1,233,179</b>
<b>U.S. Department of Transportation Federal Transit Administration (FTA)</b>				
<b>Formula Grants for Rural Areas</b>				
	20 500	State of NH, Department of Transportation	NH-2021-017	\$ 440,728
<b>Transit Services Programs Cluster</b>				
<b>Enhanced Mobility of Seniors and Individuals with Disabilities</b>	20 513	State of NH, Department of Transportation	NH-2021-018-01	80,233
<b>Total U.S. Department of Transportation Federal Transit Administration (FTA)</b>				<b>\$ 520,961</b>

See Notes to Schedule of Expenditures of Federal Awards

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED MAY 31, 2024**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
<b>U.S. Department of Treasury</b>				
Emergency Rental Assistance Program	71 023	New Hampshire Housing Finance Authority	ERAES119	\$ 89,792
Total U.S. Department of Treasury				\$ 89,792
<b>U.S. Department of Energy</b>				
Weatherization Assistance for Low-Income Persons	81 042	State of NH, Department of Energy	DE-EE0009916	\$ 267,788
Weatherization Assistance for Low-Income Persons	81 042	State of NH, Department of Energy	DE-EE00100001	\$ 788,534
Total U.S. Department of Energy				\$ 1,056,322
<b>U.S. Department of Health &amp; Human Services</b>				
<b>Aging Cluster</b>				
Special Programs for the Aging, Title II, Part B Grants for Supportive Services and Senior Centers	93 044	State of NH, Department of Energy	2101NHQASS	\$ 6,721
Special Programs for the Aging, Title II, Part B Grants for Supportive Services and Senior Centers	93 044	State of NH - DHS, Bureau of Elderly & Adult Services	2201NHQASS, 2201NHQASS	\$ 25,118
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises				\$ 376,650
Low Income Household Water Assistance Program	93 499	State of NH, Department of Energy	2101NHLWCS6	145,524
Low Income Home Energy Assistance (Fuel Assistance)	93 568	State of NH, Department of Energy	2101NHLWCS6	6,892,858
Low Income Home Energy Assistance (GVP)	93 568	State of NH, Department of Energy	G-2201NH-LEA	482,398
Community Services Block Grant				7,175,168
COVID-19 Community Services Block Grant	93 569	State of NH - DHS, Division of Economic Stability	2301NHCSR	325,185
COVID-19 Community Services Block Grant	93 569	State of NH - DHS, Division of Economic & Housing Stability	2001NHCS3	20,588
Community Services Block Grant - Discretionary				\$ 365,793
Community Services Block Grant - Discretionary	93 570	State of NH, Department of Health & Human Services	2301NHCSR	24,214

See Notes to Schedule of Expenditures of Federal Awards

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED MAY 31, 2024**

<b>FEDERAL GRANTOR/ PASS-THROUGH GRANITOR/PROGRAM TITLE</b>	<b>ASSISTANCE LISTING NUMBER</b>	<b>PASS-THROUGH GRANTOR'S NAME</b>	<b>GRANTOR'S NUMBER</b>	<b>FEDERAL EXPENDITURE</b>
<b>U.S. Department of Health &amp; Human Services (continued)</b>				
Need Start Center	93 000	Direct Funding	01CH011494	3,363,110
Emergency Food and Shelter National Board Program	97 024	United Way Worldwide	41-5970-00 002	<u>1,648</u>
Total U.S. Department of Health & Human Services				<u>\$ 11,483,812</u>
<b>TOTAL</b>				<u>\$ 14,907,893</u>

See Notes to Schedule of Expenditures of Federal Awards

**SOUTHWESTERN COMMUNITY SERVICES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED MAY 31, 2024**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2024. 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 Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**NOTE 3 INDIRECT COST RATE**

Southwestern Community Services, Inc. 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**

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2024.

**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  
Southwestern Community Services, Inc.

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 Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 13, 2024.

**Report on Internal Control Over Financial Reporting**

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

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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 the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of 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 consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

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

*Leone McDonnell & Roberts  
Professional Association*

Wolfeboro, New Hampshire  
December 13, 2024

**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  
Southwestern Community Services, Inc.

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

**Opinion on Each Major Federal Program**

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2024. Southwestern Community Services, Inc.'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, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2024.

**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 Southwestern Community Services, Inc. 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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 Southwestern Community Services, Inc.'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 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*

Wolfeboro, New Hampshire  
December 13, 2024

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED MAY 31, 2024**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, 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 Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The programs tested as major programs were: U.S. Department of Housing and Urban Development; Continuum of Care Program, ALN 14.267; U.S. Department of Health & Human Services; Community Services Block Grant, ALN 93.569; and U.S. Department of Health & Human Services; Head Start, ALN 93.600.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

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

None

Southwestern Community Services, Inc.  
Board of Directors  
2025 Composition

	Cheshire County	Sullivan County
CONSTITUENT SECTOR	<p><b>Ron Nason</b> SCS Tenant</p> <p><b>Heather Cameron</b> Head Start Policy Council Parent Representative</p>	<p><b>Vacant</b></p> <p><b>Anne Beattie</b> Newport Service Organization</p>
PRIVATE SECTOR	<p><b>Kevin Watterson, Chair</b> Swamp Bats Clarke Companies (<i>retired</i>)</p> <p><b>Dominic Perkins,</b> <i>Treasurer/Secretary</i> Senior VP, Retail Administration Savings Bank of Walpole</p>	<p><b>David Edkins, Vice-Chair</b> Town of Walpole</p> <p><b>Kerry Belknap Morris, M.Ed.</b> Early Childhood Education River Valley Community College</p>
PUBLIC SECTOR	<p><b>Jay Kahn</b> Current Mayor, City of Keene Former State Senator, District 10</p> <p><b>Andy Bohannon</b> Deputy City Manager City of Keene</p>	<p><b>Derek Ferland</b> Sullivan County Manager</p> <p><b>Vacant</b></p>

# KEY ADMINISTRATIVE PERSONNEL

NH DEPT OF ENERGY

Agency Name: Southwestern Community Services, Inc.

Program Name: WAP BIL25

Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Gabriel Leonard, Energy Conservation Director	\$70,000	40.00%	\$28,000.00
Sarah Murphy, Energy Conservation Manager	\$44,720	40.00%	\$17,888.00
Kristen Field, Energy Conservation Program Assistant	\$40,560	40.00%	\$16,224.00
Open, Energy Conservation Project Manager	\$52,000	40.00%	\$20,800.00
Michele Crown, Energy Conservation Project Mgr. PTE	\$39,000	40.00%	\$15,600.00
Rick Manwaring, Fiscal Specialist, PTE	\$23,400	40.00%	\$9,360.00

# Gabriel Leonard

## Employment History

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

**Energy Conservation Manager** Aug 2016- July 2021

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

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

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

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

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

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

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

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

*VC Summer Nuclear Power Station*

Oct 2012 – Nov 2012

*Susquehanna Nuclear Power Station*

Mar 2012 - Apr 2012

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

**IBZ CONTRACTING (Spring Valley, NY) Heavy Equipment Operator**

Jul 2008 - Aug 2009

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

**FULLTIME MANAGEMENT (New York, NY) Property Manager**

Jan 2008 - May 2008

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

**FINESTKIND HANDYCRAFTSMEN (Kitsap County, WA) Proprietor**

Dec 2004 - Jan 2007

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

**UNITED STATES NAVY (Bremerton, WA & San Diego, CA)**

Nov 2002 - Dec 2007

USS John C Stennis, CVN 74, Kitsap Navy Base & Coronado Navy Base

**Aviation Ordnance Specialist Supervisor**

Nov 2004 - Dec 2007

**Aviation Ordnance Specialist**

Nov 2002 - Nov 2004

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

**Education**

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

CPR CERTIFIED NATIONAL HEART ASSOCIATION 2015

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

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

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Sarah Murphy  
Energy Conservation Program Manager  
Southwestern Community Services

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Professional Experience

Energy Conservation Program Manager January 2022 – Present

- Support the Program Director in the planning, management, direction, project completion, and client satisfaction on outcome of projects.
- Assist with the closing out of energy conservation projects through the billing and invoicing process.
- Oversee client eligibility and enrollment regarding program priorities and grant criteria.
- Manage waitlist priority system to streamline auditor scheduling, reduce deferrals, and exceed utility production goals.

Energy Conservation Program Assistant February 2018 – January 2022

- Provide administrative support to the Weatherization Team including general office management, data entry, and electronic file system maintenance.
- Organize information and application packets for clients and program contractors.
- Prioritize client communication and serve as a liaison with the public, participants, and agency staff.
- Process supply and equipment orders and research and enroll Training & Technical Assistance opportunities for contractors and staff.

Energy Services Intake Specialist May 2015 – February 2018

- Maintained program integrity when qualifying a high-volume of income eligible households seeking federal, state, and utility-funded energy assistance.
- Worked with participants to prevent heating emergencies, obtain conservation services, vendor mediation, and benefits management.
- Assisted the Fiscal Department with participant benefit payment monitoring and validation.
- Referred participating households and interested community partners to area resources and agency programs.

Landmark College Enrollment & Student Affairs Associate November 2013 – January 2015

- Addressed phone, walk-in and email inquiries relative to campus visits and the application process.
- Provided support to Admissions, Enrollment Management Directors, and Dean of Students
- Processed data for travel leads, recruitment, and transfer services.
- Assisted with event organization, admissions projects, college fairs, and student visits.
- Organized department files and records, ensuring confidentiality.

Training and Education

2023 – A to Z Grant Writing, Keene State College, Graduate Studies & Extended Education

2022 - Non-Profit Management, Keene State College, Graduate Studies & Extended Education

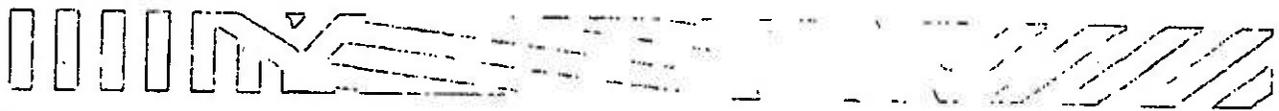
2019 - Building Science Principles Certificate of Knowledge, BPI

2017 - Green Dot etc. Instructor Certification, Green Dot Institute

2016 - Connecticut Community for Addiction Recovery (CCAR), Recovery Coach Academy

2015 - Associate of Science, Human Services River Valley Community College

2003 - Associate in Applied Science, Marketing Long-Island University, Brooklyn



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## KRISTEN FIELD

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### SKILLS

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- In-depth knowledge of trauma informed care
  - Compassionate
  - Knowledge of local resources
  - Calm demeanor, even in crisis
  - Excellent time management
  - Strong ability to hold space for others
  - Strong office skills (organized, accurate, written communication, etc.)
  - Experience diffusing difficult situations
  - Extensive knowledge of mental health diagnosis' and neurodiversity
  - Knowledge of court systems and legal procedures
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### EXPERIENCE

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#### ENERGY CONSERVATION PROGRAM ASSISTANT SOUTHWESTERN COMMUNITY SERVICES – KEENE, NH

January 2022 - Present

Direct client communication regarding the Weatherization program process; maintaining waitlists, priority lists, client outreach; administration of the 21 in 21 community project including client communication and managing scheduling; ordering supplies for ECP staff; creating and maintaining training materials for agency staff; onboarding new staff; processing incoming program mail; other duties as assigned

#### ENERGY SERVICES INTAKE TECHNICIAN SOUTHWESTERN COMMUNITY SERVICES – KEENE, NH

February 2018 - Present

Processing applications for clients wishing to apply for fuel and electric assistance; determining which households fit the criteria for energy emergencies; referrals to outside agencies for additional assistance; responsible for creating of Intake Technician and Program Assistant Training Manuals; often called upon to create or re-vamp forms and client correspondence

#### PROGRAM ASSISTANT SOUTHWESTERN COMMUNITY SERVICES – KEENE, NH

June 2017 – February 2018

Reception duties; accepting deliveries; routing client calls to the appropriate program; diffusing angry clients in the lobby to determine how to best serve them; working within the Fuel Assistance Program to provide clerical support; scheduling appointments for staff; assisted with mass mailings; other duties as assigned

#### PRODUCTION ASSISTANT C.E. BRADLEY LABORATORIES – BRATTLEBORO, VT

September 2015 – June 2017

Contact and coordinate pick-ups and ship-outs with various transportation companies; Log and record retains for later testing and sampling; data entry; create bill of ladings for shipments and customs paperwork for shipments out of country





**BILLING CLERK**

**C.E. BRADLEY LABORATORIES – BRATTLEBORO, VT**

January 2012 – September 2015

Invoice customers for orders placed; Track usage and sales; Check pricing for incoming orders as well as updating raw material costs and filing pricing cards; Answer phones and respond to a variety of customer inquiries

**CUSTOMER SERVICE**

**UNITED NATURAL FOODS, INC – CHESTERFIELD, NH**

September 2006 – August 2008; January 2010 – May 2011

Processing orders for customers; answering questions regarding products and deliveries; listen to customer complaints and resolve to the best of my ability; created allocation orders for Whole Foods; worked closely with the Operations Manager to create orders for Blue Marble Brands

**QUALITY CONTROL ASSOCIATE**

**UNITED NATURAL FOODS, INC – CHESTERFIELD, NH**

August 2008 – January 2010

Organized and collected organic certification for over 800 vendors; verified all legal information on certificates pertaining to USDA regulations; processed credits for vendors on returned product; ran out of stock reports for accounting

**RECEPTION**

**WINSTON L. PROUTY CENTER – BRATTLEBORO, VT**

March 2006 – September 2006

Answered phones; Greeted parents coming into office; Helped to organize fund-raising drives; Helped to put information together for state certification

**RECEPTION**

**STATE FARM INSURANCE AGENCY – BRATTLEBORO, VT**

March 2006 – September 2006

Entered billing information for customers; entered payments into system; answered phones; began insurance process for new customers





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## EDUCATION

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### **B.A. FORENSIC PSYCHOLOGY – 2018 MINOR IN CRIMINAL JUSTICE**

Southern New Hampshire University

GPA: 2.7

Classes Included: Abnormal psychology; Introduction to Psychology; Introduction to Criminal Justice; Corrections in the US; Counseling Processes; Crime and Violence; Criminal Law; Criminal Psychology; Ethics and the Criminal Justice Leader; Forensic Law; Forensic Psychology; Human Growth and Development; Introduction to Human Services; Juvenile Justice; Offender Rehabilitation; Psychology of Personality; Psychopaths, Sociopaths, and Serial Killers; Research Investigation; Sociology of Crime and Violence; Sociology of Deviant Behavior; Victims and the Justice System

### **CERTIFICATION IN PEER TRAUMA RECOVERY COACHING**

The International Association of Trauma Recovery Coaching

Material covered includes: Introduction to Trauma and Its Impact on Children; Intergenerational Trauma; Psychological, Emotional, and Relational Impact of Trauma; Addiction and Trauma Informed Care; Attachment and Attunement; Basic Coaching Skills; Trauma Recovery Coaching Skills; Adjunctive and Support Tools; Appointment protocols (Including establishing client safety); Bodywork; Self-Care for Coaches; various business related lectures

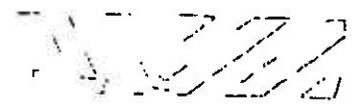
This certification program also includes 12 hours of coaching practice; 5 hours of practicum coaching; a certification exam; and a portfolio

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## CONTINUING EDUCATION

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- Virtual Trauma Summit – June 22<sup>nd</sup> and 23<sup>rd</sup> 2020: 20 CEC's
- Virtual Trauma Summit – June 19<sup>th</sup> and 20<sup>th</sup> 2021: 20 CEC's



**Michele R. Crown**

**Employment History**

February 2023 to present: **Southwestern Community Services Energy Conservation Program as Project Manager**

July 2019 to November 2020: **Bus Driver for Southwestern Community Services in Sullivan County**

October 2005 to August 2016: **Southwestern Community Services, Weatherization Manager**

*Once the energy audits are done, I model the projects. I communicate with the homeowner on what measures we would like to do to their home. I coordinate with the contractor to do the work. After the final audit, complete the model and submit for final approval. Close out the paperwork and documentation and billing data. Supervise staff. I have also done special projects as they arose.*

*I have worked in the Housing Maintenance department doing apartment turnovers, and all the normal maintenance and repair issues that arise, along with snow removal at the Sullivan County properties. I am familiar with all of the SCS properties.*

August 1999 to October 2005: **Home Depot, 22 Ashbrook Road, Keene, NH 03431 (603)-335-2113.**

*I have worked in several areas of the store, including bookkeeping, sales associate, and inventory management. For one year I was Team Depot Captain for Community Projects.*

July 1998 to August 1999: **J.H. Dunning, Main St., North Walpole, NH 03609 (603)-445-5591.**

*Machine and building maintenance, special projects (e.g., prototypes for new products). Supervise the manufacture of the prototype from conception to finished product. Ordering tools and monitoring supply requirements for projects. Drafting, (e.g., scaled drawings for prototypes). I also supervised employees.*

October 1996 to July 1998: **Sears, 200 Loudon Road, Concord NH, 03301.**

*Sales Associate in plumbing and seasonal.*

May 1993 to October 1996: **Shaker Pine Reproductions, 418 Shaker Road, Canterbury, NH 03244 (603)-783-4403.**

*Manufactured Shaker Reproductions of fine furniture; supervised employees; supply monitoring and ordering. Taught hand cut dovetailing at Canterbury Shaker Village.*

April 1991 to October 1995: **Canterbury Shaker Village, 288 Shaker Road, Canterbury, NH 03244, 603-783-9511.**

*Grounds keeping and equipment maintenance. Set-up for special events. Supervised volunteers and community service workers for special projects. Restoration carpentry on historic buildings.*

1990 through 1994: **Self employed as 'Crown Carpentry'.**

*Did minor home renovations and repair. I am experienced in rough and finished carpentry, minor plumbing and electrical, sheet rocking, ceramic tile work, and new construction. I did the warranty work on modular homes at Pine Ridge in Loudon. Have 30 years of working experience.*

## Richard Manwaring

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### Professional Business Experience

L.A. Burdick Chocolate, Walpole NH Oct 2021 to Jan 2023  
*Manufacturer and retail cafés of high-end chocolates, pastries and hot cocoa*

#### Part-Time Finance Manager

Responsible for all accounting functions for manufacturing and 6 retail cafes

- **Accomplishments**

Stabilized small accounting staff including recruiting and training my successor

Continued implementation of NetSuite with focus on accounting controls

Installed cash controls at café and corporate level

GS Precision, Keene NH Jan 2021 to Oct 2021  
*Manufacturer of critical components for the Aerospace and Defense Industries*

#### Controller

Maintain financial records for 11 legal entities

- **Accomplishments**

Quickly learned month end closing process for 11 separate legal companies

Improved weekly cash flow reporting to improve accuracy and include weekly variance reporting

Applied and receiving \$2.4M federal grant

401k Trustee

Hillside Village, Keene, NH Sep 2019 to Jan 2021

*A senior living facility*

#### Accounting Director

Responsible for financial leadership and all accounting functions

- **Accomplishments**

Untangled millions of dollars of accounting errors which prevented Board from financial visibility and would have failed a clean audit

Implemented multiple software packages to help streamline accounting operations

Mentored Accounting Assistance who transitioned to the Accounting Director

Formed Resident Finance Committee to allow residents a voice in financial situation

Samson Manufacturing Corp., Keene, NH

May 2017 to Sept 2019

*A manufacturer of gun accessories and components*

**Chief Financial Officer**

Responsible for financial leadership and all accounting functions

- **Accomplishments**

Playing key role in ERP implementation especially in creating new reporting structures and product costing

Implemented inventory reporting changes to facilitate accurate monthly reporting

Determined critical financial metrics for senior management

Discovered year end revenue recognition error creating tax savings of \$30,000

Negotiated with bank the immediate elimination of midyear CPA compilation creating \$16,000 savings

Vermed Inc., Bellows Falls, VT

2005 to 2017

*A manufacturer and distributor of medical sensors*

**Finance Director**

Responsible for accounting functions, payroll, IT, and various benefit administration

- **Accomplishments**

Established and managed SOX compliance when company was publicly traded company including quarterly internal audits and annual external audits

Participated in management buyout with senior managers saving company from being purchased by competitors and closing plant

Secured highly leveraged buyout financing 90% of purchase price with funding from several sources and closed deal in 60 days

Remained compliant with all banks and taxing authorities

Transitioned systems and IT needs to new buyers including significant changes to our product costing systems

New England Business Services, Peterborough NH

1999 to 2004

*A manufacturer of printed business forms for small companies*

**Plant Financial Manager**

Responsible for month end closing, forecasting, and financial analysis

- **Accomplishments**

Improved weekly performance review process by more accurately reporting department and plant rollups and providing models to better measure product mix and volume impacts. Incorporated key cost drivers to weekly performance reporting to better determine short-term business outlook

Developed profitability model for complex business line; model is based on ABC principles and has been used as a template for other divisions to help understand both profitable product lines and sales channels

Improved inventory cycle count accuracy and reduced average amount of inventory adjustments.

Developed and implemented product costing system for new or customized products

Managed multi plant project to centralize accounting procedures where possible, to ensure consistency among plants, and identify areas for process improvement

TFX Medical, Jaffrey, NH

1992 to 1999

*An OEM manufacturer of plastic tubing and disposable medical supplies*

**Controller**

Responsible for all accounting functions for multiple divisions and reporting units

- **Accomplishments**

Managed software implementation of GL, Order Entry, Inventory Management, Purchasing, Shipping, Receiving, and MRP modules

Assumed additional management responsibilities for Information Systems, Purchasing, Materials, and Shipping/Receiving; performed accounting functions for multiple divisions and reporting units

Achieved working capital improvement 4 consecutive years, with specific improvements to Collections, Accounts Payable and Inventory management

Achieved successful year end audits consistently; recognized as having excellent accounting controls and practices

Developed and implemented an Hourly Pension Plan and a Profit Sharing Plan

Established HR policies and procedures and created system link from HR to payroll to improve accuracy and reduce payroll costs

**Education**

**MBA**, Franklin Pierce College, Rindge, NH

**BS, Accounting**, Bentley College, Waltham, MA

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chioine



5G

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.

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

September 25, 2024

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract amendment with Southwestern Community Services (SCS), Manchester, NH, Vendor #177198, by reducing the Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP) contract amount by \$656,710 from \$2,270,682 to \$1,613,972. increase their allowable Average Cost Per Dwelling Unit (ACPU) from \$8,009 to \$8,445, increase their allowable percentage of Health and Safety (H&S) funding from 8% to 15%, add clarifying language regarding the inclusion of documents as a legal component of the contract, effective upon Governor and Executive Council approval through June 30, 2027. The original contract was approved by the Governor and Executive Council on December 21, 2022 item #055. **100% Federal Funds**

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

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

Fiscal Year	Current Contract Amount	Increase (Decrease)	Revised Contract Amount
2023	\$415,335	\$0	\$415,335
2024	\$415,335	\$0	\$415,335
2025	\$480,004	(\$218,904)	\$261,100
2026	\$480,004	(\$218,903)	\$261,101
2027	\$480,004	(\$218,903)	\$261,101
<b>Totals</b>	<b>\$2,270,682</b>	<b>(\$656,710)</b>	<b>\$1,613,972</b>

EXPLANATION

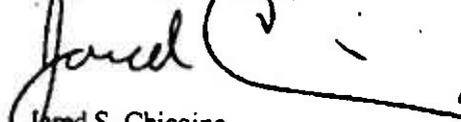
This contract is **SOLE SOURCE** because of the US Department of Energy's (US DOE) grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status for the Weatherization Assistance Program due to their non-profit status, their role providing a range of services to clients eligible for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

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

These contract amendments to the federal BIL WAP will optimize the federal allowances for ACPU and H&S expenditures, clarify policy requirements, and provide capacity relief for SCS. These outcomes will streamline SCS's efforts to administer the BIL WAP grant and increase the number of homes receiving full weatherization services effectively and efficiently in the program years that began on July 1, 2022, and expires June 30, 2027.

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

Respectfully submitted,

  
Jared S. Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

AMENDMENT # 1

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

Pursuant to an Agreement (hereinafter referred to as the Contract), approved by the Governor and Executive Council on December 21, 2022, Item #55, the Contractor has agreed to provide certain services, per the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums as specified therein.

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

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

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

- I. Amendment and Modification of Contract. The Contract is amended and modified as follows:
  - A) Price Limitation: Amend Subparagraph 1.8 of the Agreement by striking the sum of \$2,270,682 and inserting in place thereof the sum of \$1,613,972.
  - B) Exhibit A, incorporating documents as legally binding contract requirements: Amend #1 by adding: "and the documents referenced above." to the last sentence of #1.
  - C) Exhibit B, Contractor Production: Amend #5 by deleting the current sum of \$8,000 and inserting in place thereof the sum of \$8,445.
  - D) Exhibit B, Grant Expenditures: Amend paragraph #11 by deleting the current sum of \$8,009 and inserting in place thereof the sum of \$8,445.
  - E) Exhibit C, Payment Terms, Contractor WAP BIL Grant Allocation: Amend paragraph #1, to reflect changes in grant funding available to Southwest Community Services:

Award # DE-EE0010001; Award Date: 07/01/2022  
ALN: 81.042  
Southwest Community Services, Inc.

Contractor's Initials

Date

Page 1 of 2

BD  
08/22/24

1. Amend by deleting the current sum of \$2,270,682 and inserting in place thereof the sum of \$1,613,972;
2. Amend by deleting the current sum of \$203,532 and inserting in place thereof the sum of \$141,597;
3. Amend by deleting the current sum of \$14,924 and inserting in place thereof the sum of \$170,892; and
4. Amend by deleting the current sum of \$1,812,682 and inserting in place thereof the sum of \$1,061,939.

2. **Effective Date of Amendment:** This Amendment shall take effect upon Governor and Executive Council approval.
3. **Continuance of Contract.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as it existed immediately prior to this Amendment.

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

Southwestern Community Services, Inc.

By: Beth Daniels  
Beth Daniels, Chief Executive Officer

Date: 08/22/24

STATE OF NEW HAMPSHIRE  
Department of Energy

Jared S. Chicoine  
Jared S. Chicoine, Commissioner

Date: 8/26/24

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

[Signature]  
Print Name and Title

9/5/2024  
Date: \_\_\_\_\_

Approval by the Governor and Executive Council

SEP 25 2024

G&C Meeting Date: \_\_\_\_\_

G&C Item #: 5G

Award # DE-EE0010001; Award Date: 07/01/2022  
ALN: 81.042  
Southwest Community Services, Inc.

Contractor's Initials BD  
Date 08/22/24  
Page 2 of 2

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **SOUTHWESTERN COMMUNITY SERVICES, INC.** is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0006663003



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kevin Watterson, Officer hereby certify that:  
(Name of the elected Officer of the Corporation; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.  
(Corporation Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on June 14, 2024, at which a quorum of the Directors were present and voting.  
(Date)

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

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

the State of New Hampshire and any of its agencies or departments and further is authorized to execute 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 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: 7/25/2024

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



Stacey McGilvery  
7/25/2024



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> The Hib Group New England, LLC PO Box 606 Keene NH 03431		<b>CONTACT NAME:</b> Ana O'Donnell, CPIW, CIC <b>Phone (AC, Ho, Ext):</b> (877) 352-2121 <b>FAX (AC, Ho):</b> <b>EMAIL ADDRESS:</b> aodonnell@hibgroup.com	
<b>INSURED</b> Southwestern Community Services Inc. 63 Community Way PO Box 603 Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance Co	<b>NAIC #</b> 18058
		<b>INSURER B:</b> Granite State Healthcare & Human Services Trust	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2475      **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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND. / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2636318	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1m / 2m COMBINED SINGLE LIMIT (EA occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS - NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK2636315	01/01/2024	01/01/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB693672	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCNS20242000036	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
In state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Energy 21 South Fruit St, Ste 10 Concord NH 03301	<b>CANCELLATION</b> 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 
--	--

COMMISSIONER  
Jared S. Chioine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

December 21, 2022

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

### REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (NH Energy) to enter into a **SOLE SOURCE** contract with Southwestern Community Services, Inc. (VC #177511), Keene, NH, in the amount of \$2,270,682.00 to supplement the Department's Weatherization Assistance Program with Bipartisan Infrastructure Law (BIL) funds, effective upon Governor and Executive Council approval through June 30, 2027. 100% Federal Funds.

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

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

<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>TOTAL</u>
\$415,335	\$415,335	\$480,004	\$480,004	\$480,004	\$2,270,682

2) Further request authorization to advance Southwestern Community Services, Inc. \$82,890 from the above-reference contract amount.

### EXPLANATION

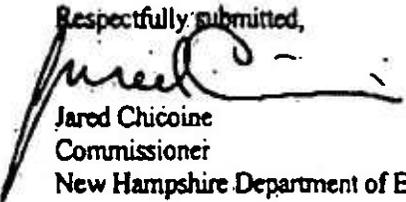
This contract is **SOLE SOURCE** because of the US Department of Energy's (US DOE) grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status for the Weatherization Assistance Program due to their non-profit status, their role providing a range of services to clients eligible for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

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

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

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

Respectfully submitted,



Jared Chicoine  
Commissioner  
New Hampshire Department of Energy

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

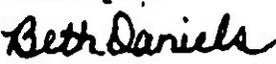
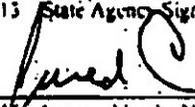
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Energy		1.2 State Agency Address 21 South Fruit Street, Suite 10 Concord, New Hampshire, 03301	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way PO Box 603 Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7512	1.6 Account Number 02-52-52-520010- XXXXXXXX0000-074-500587	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$2,270,682
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-3670	
1.11 Contractor Signature   Date: 11/04/22		1.12 Name and Title of Contractor Signatory Beth Daniels, CEO	
1.13 State Agency Signature   Date: 11/7/22		1.14 Name and Title of State Agency Signatory Jared Chicoine, Commissioner New Hampshire Department of Energy	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 12/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

July 1, 2022  
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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL**

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

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

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

July 1, 2022  
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### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

### 9. TERMINATION.

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

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

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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

### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

July 1, 2022

TNVEUXNKAF57

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

**14. INSURANCE:**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

July 1, 2022  
TNVEUXNKAF57

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Award # DE-EE00100001  
CFDA # 81.042

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Contractor Initials **BD**  
Date **11/07/22**

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# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT A

### SPECIAL PROVISIONS

1. 2 CFR 200, as amended, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program-BIL (NHWAP-BIL) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The New Hampshire Department of Energy (NH Energy) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.  
  
The audit report shall include a schedule of the prior year's questioned costs along with a response regarding the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to NH Energy within one month of the time of receipt by the Contractor accompanied by an action, if applicable, for each finding or questioned cost.
3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles as amended by 2 CFR Part 910.
4. Program and financial records pertaining to this contract shall be retained by NH Energy and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334 - Retention Requirements for Records.
5. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within forty-five (45) days of the completion date (Agreement Block 1.7).
6. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional federal funds under any other law of the United States, except if authorized under that law.
7. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco

Exhibit A  
Page 1 of 3  
Initials: BD Date: 11/04/22  
Award # DE:EE00100001, CFDA # 1.02

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

8. **COPELAND ANTI-KICKBACK ACT.** All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to NH Energy.
9. **PROCUREMENT.** Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D - Post Federal Award Requirements - Procurement Standards with special emphasis on financial procurement (2 CFR 200 Subpart F - Audit Requirements) and property management (2 CFR 200 Subpart D - Post Federal Award Requirements - Property Standards.)
10. **STATE INSPECTION:** Without limiting the rights established under paragraphs 7 and 9 of the general provisions, NH Energy, USDOE, Health and Human Services, the Comptroller General of the United States, or any duly authorized representatives shall be permitted to inspect project and program sites, interview workers, and inspect and monitor financial payroll records and transactions, and shall be permitted access to any books, documents, papers, and records of the Contractor or its subcontractors or grantees, which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
11. **FOREIGN NATIONAL INVOLVEMENT:** Project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.
12. **PRIVACY PROTECTIONS:** Grantee is required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

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

- i. whether a significant privacy interest would be invaded;
- ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

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

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

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

- 13. The Contractor shall comply with the US DOE Interim Conflict of Interest Policy Requirements for Financial Assistance, Department of Energy Financial Assistance Regulations, Financial Assistance Letter No. FAL 2022-02 dated December 20, 2021, which implements 2 CFR 200.112 by June 18, 2023.
- 14. Funds shall not be used to assist projects, in whole or in part, in multifamily buildings with more than four units.
- 15. This agreement consists of the following documents: a completed P-37 form, and Exhibits A, B, C, D, E, F, G, H, I, J, K and L. All exhibits are incorporated herein by reference as if fully set forth herein.
- 16. These provisions shall be required of all sub-contractors and subgrantees.

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### EXHIBIT B

#### SCOPE OF SERVICES

1. Southwestern Community Services, Inc. (SCS), hereinafter "the Contractor," agrees to utilize the Bipartisan Infrastructure Law (BIL) funds, which are the subject of this contract, to provide eligible clients with Weatherization Assistance Program (WAP) services, including heating system repair and replacement services, which meet the requirements and standards for the NH WAP. In addition, all expenditures for work completed using BIL funds will be in accordance with the fiscal requirements of regulations set forth in 2 CFR 200 as amended and will be guided and implemented as directed by the New Hampshire Department of Energy (NH Energy) in this contract and, from time to time, in Subgrantee Notices or other communications. Contractor agrees to incorporate changes to the rules regarding the expending of NH WAP BIL money from time to time, as prescribed by NH Energy, to improve program delivery. Contractor further agrees to perform all weatherization services in a manner that will successfully interact with utility administered energy efficiency programs for low-income households in order to provide the best collaborative services for those households.
2. This BIL contract period, to be known as "NH WAP BIL," will commence upon approval of this contract by the Governor and Executive Council and will have a completion date of June 30, 2027.
3. BIL funds, which are the subject of this contract, shall have all of the characteristics – and limitations – of the Congressionally allocated annual WAP dollars, that is: some dollars will be allocated for program production (weatherized homes), some for administration, some for health and safety expenses, some for training and technical assistance activities. See Exhibit C of this contract.
4. Some portion of the BIL funding in this contract is set aside for training and technical assistance (T&TA) activities. Contractor may use these funds for appropriate training and technical assistance activities, such as to recruit and train new personnel, maintain and strengthen the knowledge, skills, and abilities of existing weatherization personnel, whether direct employees of the Agency, or employees of subcontractors, etc. Appropriate back-up documentation and justification for the use of those funds will be required by NH Energy prior to reimbursement.
5. During the contract period, the Contractor agrees to complete weatherization services on the number of dwelling units that is the result of dividing the Contractor's BIL production allocation by \$8,000. NH Energy understands that the actual number of BIL completions will likely differ from that number due to the unpredictability of labor and materials costs over the five-year period of performance, but NH Energy expects to see monthly BIL payment requests from the Contractor in order to monitor BIL spending progress. Unit completions will comply with the standards and expectations presented in WAP guidance documents, this contract, the NH WAP Field Guide, the NH WAP Policies and Procedures Manual, and the NH WAP BIL State Plan which has been approved for the particular program year in which any one completion is being presented for reimbursement.
  - a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. NH Energy reserves the right to review progress under this contract at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.
  - b. All funds provided to the Contractor under this contract agreement must be expended by June 30, 2027.

6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire is required to meet the minimum specifications defined in the US Department of Energy's Quality Work Plan (QWP) guidance and in the associated Standard Work Specifications (SWS). The BIL money which is the subject of this contract, because it, too, is considered to be WAP money, shall be managed to the same specifications and for the same outcomes.
7. Client eligibility for BIL-funded weatherization work will be the same as for the annually funded WAP weatherization work: client household income, in order to be eligible for WAP BIL services, is to be no greater than 60% of the state median income (SMI).
8. Residential dwelling (building) eligibility for BIL-funded weatherization work will be the same as residential dwelling eligibility under the rules for annually funded WAP weatherization work. However, the two WAP funding streams – annual and BIL – cannot be combined on any one job.
9. BIL money may be "leveraged" (used in combination) with any other weatherization funding source *except annual WAP money.*
10. WAP completions using WAP BIL funds are to be achieved using the same definition of "completion" as used in the WAP annual funds program: If the Subgrantee wishes to count a project as a WAP BIL completion, then the project must have at least one energy conservation measure that meets the SIR test, that measure (or those measures) must be paid for with WAP BIL dollars (and there must be no WAP annual fund dollars anywhere in the project), and the final inspection of the whole job must be done by a current BPI-certified Quality Control Inspector (QCI) and declared "WAP complete, ready for reimbursement."
11. The rules governing expenditure of WAP BIL money on any one project are the same as those governing WAP annual money: There is no absolute ceiling on single project expenses, but at the end of the BIL period of performance (June 30, 2027), the average cost per unit completed in the state, aggregated over all five Subgrantees, must not exceed \$8009.
12. WAP BIL production includes:
  - a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a software model of the building using the audit software tool that is approved by US DOE for use in New Hampshire. That software model must be prepared by a qualified (BPI-certified) Building Analyst or Energy Auditor or Quality Control Inspector who has developed the work plan (the energy conservation measures – ECMs – to be installed) using either the "benefit/cost ratio" (B/C) methodology as defined by the utilities' Home Energy Assistance (HEA) program or the "savings to investment ratio" (SIR) methodology as defined by the US DOE for use in WAP. The SIR methodology must be used to justify the installation of any ECMs which are to be paid for with WAP funds from either WAP funding stream.
  - b. Final inspections which determine:
    - i. Whether the project's work plan was appropriate and complete, taking into account the methodology – B/C or SIR – used by the energy auditor to select the ECMs to be installed, the pre-weatherization condition of the building, etc.

Exhibit B

Page 2 of 3

Initials **BD** Date **1/10/22**

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- ii. Whether that appropriate work plan was fully and effectively implemented in the dwelling, providing the client with a comprehensive, safe, efficient, and fully operational energy-saving weatherization outcome.
  - c. WAP BIL money, like WAP annual money, may not be used in weatherization upgrades to dwellings which have received WAP-funded or BIL-funded upgrades more recently than the 15-year rolling "look back" time period which governs WAP re-weatherization.
  - d. Re-weatherization may be undertaken with WAP BIL money, but the following should be kept in mind:
    - i. Re-weatherization should be done sparingly, remembering that there are thousands of potential clients who have received no weatherization services at all;
    - ii. Care should be taken, as always, to avoid even the appearance of favoritism.
13. The tracking of WAP BIL jobs will include:
- a. Contractor (Subgrantee) preparation and maintenance of a client file on every WAP BIL job. Contractor will utilize a filing protocol which allows recovery of the file when checking future jobs against previous weatherization work performed at that address, etc., even if no WAP money was used. Future CAP agency WAP Directors need to be able to check on weatherization work completed in dwellings, even when WAP money was not involved.
  - b. The use of a separate BIL reimbursement request spreadsheet package supplied by NH Energy. All jobs with any BIL money invested must be submitted for reimbursement on the BIL set of forms. If a particular job also includes the use of any BWP money, for instance, then that job will have to be submitted for WAP BIL reimbursement as well as BWP reimbursement, on two separate reimbursement request forms. There can never be a single job seeking reimbursement from both the WAP-BIL funding stream and the WAP annual funding stream.

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT C

### PAYMENT TERMS

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

\$2,270,682.00	(which hereinafter is referred to as the "Contracted Amount"), of which
\$203,532.00	may be expended for Administration,
\$239,544.00	may be expended for Training & Technical Assistance,
\$14,924.00	may be expended for Health & Safety measures,
\$1,812,682.00	(the balance); to be spent on weatherization activities (Program Activity)

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

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

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

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

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### STANDARD EXHIBIT D

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

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS ALTERNATIVE I - FOR GRANTEE'S OTHER THAN INDIVIDUALS

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

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

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

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

Exhibits D thru H

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Initials BD Date 11/04/22

Award # DE-EE00100001, CFDA #EA-042

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE 1 - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

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

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

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

2 Industrial Park Drive  
Concord, NH 03301

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

Southwestern Community Services, Inc.  
Contractor Name

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

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

Beth Daniels  
Contractor Representative Signature

11/04/22  
Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):  
Weatherization BIL

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

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

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

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

*Beth Daniels*

Contractor Representative Signature

Beth Daniels, Chief Executive Officer

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

11/04/22

Date

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

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

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

*Instructions for Certification*

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

Exhibits D thru H

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Initials BD Date 11/04/22

Award # DE-EE0010001, CFDA #81.042

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

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

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

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

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

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

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

<i>Beth Daniels</i> Contractor Representative Signature	Beth Daniels, Chief Executive Officer Contractor's Representative Title
Southwestern Community Services, Inc. Contractor Name	11/04/22 Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

*Beth Daniels*

Contractor Representative Signature

Beth Daniels, Chief Executive Officer

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

11/04/22

Date

Exhibits D thru H

Page 6 of 7

Initials *BD*

Date *11/04/22*

Award # DE-EE00100001, CFDA #84.042

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C  
ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

Beth Daniels  
Contractor Representative Signature

Beth Daniels, Chief Executive Officer  
Contractor's Representative Title

Southwestern Community Services, Inc.  
Contractor Name

11/04/22  
Date

Exhibits D thru H  
Page 7 of 7

Initials BD Date 11/04/22  
Award # DE-EE00100001, CFDA #61.042

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### STANDARD EXHIBIT I

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

#### OMB Burden Disclosure Statement

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

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

#### Applicability and Period of Obligation

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

#### Employment Practices

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

#### Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

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

**Data Collection and Access to Records**

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

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

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

**Applicant Certification**

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

Beth Daniels, Chief Executive Officer

Signature Beth Daniels Date 11/04/22

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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Beth Daniels

Beth Daniels, Chief Executive Officer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.

(Contractor Name)

11/04/22  
(Date)

Exhibit J

Page 1 of 2

Initials: BD Date 11/04/22

Award # DE-EE00100001, CFDA #91.042

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT J

FORM A

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

1. The Unique Entity Identifier (UEI) number for your entity is: HMUUXK8M0JC3

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT K

### CERTIFICATION REGARDING BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

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

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

#### Definitions:

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

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

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

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

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

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

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

Buy America Preference:

- None of the funds provided under this grant to the Contractor may be used for a project for infrastructure unless:
1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

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

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

Waivers:

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

Waivers must be based on one of the following justifications:

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

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

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential to 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 USDOE and the NHDQE may request, and the Contractor must provide, additional information for consideration of this waiver. The USDOE's final determination regarding approval or rejection of the waiver request may not be appealed.

Beth Daniels  
Contractor Representative Signature

Chief Executive Officer  
Contractor's Representative Title

Southwestern Community Services, Inc.  
Contractor Name

11/04/22  
Date

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### EXHIBIT L

#### CERTIFICATION REGARDING NHPA and NEPA COMPLIANCE FOR WAP-BIL

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

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

The Contractor agrees that it will not fund activities that are not "Allowable Activities" (ie, it will fund only "allowable activities) pursuant to the NEPA Determination-BIL, which include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.
3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.
4. Weatherization activities provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:
  - a. Building Shell Measures:
    - i. Install insulation where needed
    - ii. Perform air sealing
    - iii. Repair and replace windows, storm windows, install window film, awnings and solar screens
  - b. Mechanical Measures:
    - i. Clean, tune, repair, or replace heating and/or cooling systems
    - ii. Install duct and heating pipe insulation
    - iii. Repair leaks in heating/cooling ducts
    - iv. Install programmable thermostats
    - v. Repair/replace domestic water heaters
    - vi. Install domestic hot water heater tank insulation
  - c. Electric and Water Measures:
    - i. Install efficient light sources
    - ii. Install low-flow showerheads
    - iii. Replace inefficient refrigerators with energy-efficient models

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

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

6. Incidental and necessary energy-related repairs and replacements limited to:

- a. Repair/replace damaged windows and doors
- b. Minor electrical and plumbing repairs

7. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that activities adhere to the requirements of New Hampshire's DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, do not require ground disturbance, no trees are removed, and limited to:

- a. PV systems appropriately sized that do not exceed 60 kW
- b. Solar hot water heating systems appropriately sized that do not exceed 200,000 BTU/HR
- c. Battery storage, if applicable, attached to a structure (e.g. inside a garage) and not visible from the public right of way

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

Activities that do not qualify as "Allowable Activities" as defined above are subject to additional NEPA review, which requires submission of an environmental questionnaire. If the Contractor wants to fund activities that do not qualify as "Allowable Activities," then Contractor agrees to notify NHDOE WAP Administrator, and to seek NEPA review through the NHDOE WAP Administrator. Activities requiring NEPA review are not authorized for Federal funding and the Contractor may not undertake or fund those activities unless and until the USDOE Contracting Officer, through the NHDOE WAP Administrator, provides written authorization for those activities.

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

The Contractor agrees to complete the online USDOE training on NEPA and Historic Preservation at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816).

Beth Daniels  
Contractor Representative Signature

Chief Executive Officer  
Contractor's Representative Title

Southwestern Community Services, Inc.  
Contractor Name

11/04/22  
Date

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **SOUTHWESTERN COMMUNITY SERVICES, INC.** is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0009755656



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE  
(Corporate Authority)**

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

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

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

Beth Daniels  
(Name)  
  
\_\_\_\_\_  
(Name)

Chief Executive Officer  
(Position)  
  
\_\_\_\_\_  
(Position)

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

Kevin D. Watterson  
Signature of Elected Officer

Name: Kevin Watterson  
Title: Chair, Board of Directors

STATE OF NEW HAMPSHIRE  
COUNTY OF CHESHIRE

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

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

Heather Amer  
Notary Public/Justice of the Peace

Commission Expiration Date:

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2022

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

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

<b>PRODUCER</b> Clan Mortenson Insurance PO Box 608 Keene NH 03431	<b>CONTACT NAME:</b> Ann O'Donnell, CPWA, CIC <b>PHONE (INC. No. Ext.):</b> (803) 352-2121 <b>FAX (INC. No.):</b> (803) 357-6491 <b>EMAIL:</b> adonnell@ndgroup.com
<b>INSURED</b> Southwestern Community Services Inc. 63 Community Way PO Box 603 Keene NH 03431	<b>INSURER(S) PROVIDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co. (18038) <b>INSURER B:</b> Maine Employer's Mutual Co. (11149) <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>

COVERAGES CERTIFICATE NUMBER: 2022 10 2023 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THIS 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.

TYPE OF INSURANCE	DESCRIPTION (REQ. INFO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER ACC <input type="checkbox"/> LOC OTHER:		PHPK2431763	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2431766	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per person) \$
<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE LTD: <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUS820876	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETORSHIP/EXECUTIVE OFFICERS/BOARD MEMBERS EXCLUDED? (Indicate in HQ) I am, describe when:	Y/N N/A	3102900798	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> PER EMP E.L. EACH ACCOUNT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>PROFESSIONAL LIABILITY</b>		PHPK2431763	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 1, none open is required)  
In State: NH  
All officers included for coverage

<b>CERTIFICATE HOLDER</b> NH Department of Energy 21 South Main Street, Ste 10 Concord NH 03301	<b>CANCELLATION</b> 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 <i>Walter M. Mink</i>
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*Financial Statements*

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**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**AND RELATED COMPANIES**

**COMBINED FINANCIAL STATEMENTS**

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

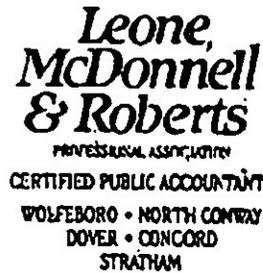
**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**COMBINED FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED MAY 31, 2021**

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

### INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

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

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

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

*Leone McDonnell & Roberts*  
*Professional Association*

October 22, 2021  
Wolfeboro, New Hampshire

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

**COMBINED BALANCE SHEET  
MAY 31, 2021**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 2,104,584
Accounts receivable	1,780,071
Prepaid expenses	288,375
Notes receivable	<u>2,357</u>

Total current assets 4,183,387

**PROPERTY**

Land and buildings	87,203,538
Vehicles and equipment	665,380
Furniture and fixtures	<u>2,210,802</u>

Total property 89,881,820  
Less accumulated depreciation 27,400,820

Property, net 42,581,000

**OTHER ASSETS**

Investment in related parties	138,001
Due from related parties	55,138
Cash escrow and reserve funds	3,933,351
Security deposits	218,808
Other assets	<u>384</u>

Total other assets 4,345,680

Total assets \$ 51,110,047

**LIABILITIES AND PARTNERS' EQUITY / NET ASSETS**

**CURRENT LIABILITIES**

Accounts payable	\$ 347,266
Accrued expenses	378,838
Accrued payroll and payroll taxes	244,003
Other current liabilities	148,854
Refundable advances / prepaid rent	748,090
Current portion of long term debt	<u>142,174</u>

Total current liabilities 2,005,324

**NONCURRENT LIABILITIES**

Long term debt, less current portion shown above	33,687,829
Economic Injury Disaster Loan	150,000
Tenant security deposits	<u>112,221</u>

Total noncurrent liabilities 33,949,850

Total liabilities 35,955,174

**PARTNERS' EQUITY / NET ASSETS**

Partners' equity	13,763,954
Transferred capital	(2,653,948)
Net assets without donor restrictions	3,689,018
Net assets with donor restrictions	<u>655,849</u>

Total partners' equity / net assets 15,154,873

Total liabilities and partners' equity / net assets \$ 51,110,047

See Independent Accountants' Compilation Report

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

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

<b>REVENUES AND OTHER SUPPORT</b>	
Government contracts	\$ 14,451,487
Program service fees	2,708,903
Rental income	4,245,988
Support	601,838
Sponsorship	21,703
Interest income	1,402
Forgiveness of debt	518,601
Miscellaneous revenue	301,541
In-kind contributions	85,414
	<hr/>
Total revenues and other support	<u>22,916,563</u>
<b>EXPENSES</b>	
Program services	
Home energy programs	5,559,497
Education and nutrition	2,602,681
Homeless programs	5,398,535
Housing services	4,038,572
Economic development services	821,784
Other programs	742,810
	<hr/>
Total program services	18,983,859
Supporting activities	
Management and general	2,351,218
	<hr/>
Total expenses	<u>21,315,077</u>
<b>INCOME FROM OPERATIONS BEFORE DEPRECIATION</b>	
<b>AND OTHER REVENUES AND EXPENSES</b>	<u>1,601,488</u>
<b>DEPRECIATION AND OTHER REVENUES AND EXPENSES</b>	
Depreciation	(2,337,490)
Loss on investment in limited partnerships	(60,897)
	<hr/>
Total depreciation and other revenues and expenses	<u>(2,398,387)</u>
<b>NET LOSS / CHANGE IN NET ASSETS</b>	(796,899)
<b>PARTNERS' EQUITY / NET ASSETS, BEGINNING OF YEAR</b>	10,103,809
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<u>(152,037)</u>
<b>PARTNERS' EQUITY / NET ASSETS, END OF YEAR</b>	<u>\$ 15,154,873</u>

See Independent Accountants' Compilation Report

**SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**

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

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Net loss / change in net assets	\$ (796,899)
Adjustments to reconcile net loss / changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,337,490
Loss on investment in limited partnerships	60,897
Forgiveness of debt	(518,501)
(Increase) decrease in assets:	
Accounts receivable	(579,761)
Prepaid expenses	5,138
Due from related parties	3,929
Security deposits	(4,041)
Increase (decrease) in liabilities:	
Accounts payable	(9,415)
Accrued expenses	41,390
Accrued payroll and payroll taxes	15,809
Other current liabilities	(300)
Refundable advances / prepaid rent	436,256
Tenant security deposits	997
	<hr/>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>992,778</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of property	(509,079)
	<hr/>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>(509,079)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Proceeds from long term debt	85,000
Repayment of long term debt	(476,467)
Proceeds from Economic Injury Disaster Loan	150,000
Distributed partner capital	(152,334)
	<hr/>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<b>(393,801)</b>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	<b>69,699</b>
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<b>5,948,016</b>
	<hr/>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<b>\$ 6,037,915</b>

See Independent Accountants' Compilation Report

PROFESSIONAL SOCIETY ADDRESS OF AGRI-CULTURE DISTRICT

COMBINED BALANCE SHEET  
MAY 31, 2020

	2020 May 31	2019 May 31	2018 May 31	2017 May 31	2016 May 31	2015 May 31	2014 May 31	2013 May 31	2012 May 31	2011 May 31	2010 May 31	2009 May 31	2008 May 31	2007 May 31
<b>CURRENT ASSETS</b>														
Cash and bank certificates	\$ 1,722,811	\$ 1,687	\$ 1,681	\$ 1,791	\$ 43,703	\$ 37,884	\$ 34,322	\$ 134,828	\$ 4,200	\$ 144,888	\$ -	\$ -	\$ -	\$ 1,184,884
Accounts receivable	1,730,428	4,883	4,883	4,884	61,828	34,322	34,322	7,829	47,829	29,829	-	-	-	1,730,428
Prepaid expenses	82,828	8,283	8,283	8,284	82,828	34,322	34,322	7,829	47,829	29,829	-	-	-	82,828
Notes receivable	2,222	-	-	-	-	-	-	-	-	-	-	-	-	2,222
<b>Total current assets</b>	<b>3,538,329</b>	<b>6,653</b>	<b>6,647</b>	<b>6,659</b>	<b>148,359</b>	<b>106,458</b>	<b>107,000</b>	<b>176,886</b>	<b>59,029</b>	<b>194,846</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,100,342</b>
<b>PROPERTY</b>														
Land and buildings	20,827,888	2,027,873	2,142,877	1,888,824	1,238,728	1,112,828	1,188,828	1,028,815	1,028,734	1,723,488	-	-	-	20,827,888
Furniture and equipment	888,888	11,827	11,827	11,827	28,222	28,222	28,222	28,222	28,222	28,222	-	-	-	888,888
Patents and fixtures	22,827,888	2,227,827	2,227,827	2,227,827	2,227,827	2,227,827	2,227,827	2,227,827	2,227,827	2,227,827	-	-	-	22,827,888
<b>Total property</b>	<b>23,944,604</b>	<b>2,249,927</b>	<b>2,382,531</b>	<b>4,148,486</b>	<b>3,504,877</b>	<b>3,479,077</b>	<b>3,444,877</b>	<b>3,384,877</b>	<b>3,384,877</b>	<b>3,980,337</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23,944,604</b>
Less accumulated depreciation	14,227,827	1,227,827	1,227,827	1,227,827	728,827	1,227,827	1,227,827	1,227,827	1,227,827	1,227,827	-	-	-	14,227,827
<b>Property, net</b>	<b>9,716,777</b>	<b>1,022,100</b>	<b>1,154,704</b>	<b>2,920,659</b>	<b>2,276,050</b>	<b>2,251,250</b>	<b>2,217,050</b>	<b>2,157,050</b>	<b>2,157,050</b>	<b>2,752,510</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,716,777</b>
<b>OTHER ASSETS</b>														
Investment in related parties	138,827	-	-	-	-	-	-	-	-	-	-	-	-	138,827
Due from related parties	82,728	-	-	-	-	-	-	-	-	-	-	-	-	82,728
Cash on hand and reserve bank	1,471,811	228,227	417,827	112,827	182,127	284,728	138,827	282,828	428,827	228,828	-	-	-	1,471,811
Income tax receivable	188,828	8,227	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	-	-	-	188,828
Other assets	222	-	-	-	-	-	-	-	-	-	-	-	-	222
<b>Total other assets</b>	<b>1,771,676</b>	<b>236,254</b>	<b>431,654</b>	<b>116,654</b>	<b>298,954</b>	<b>326,654</b>	<b>152,654</b>	<b>316,654</b>	<b>491,654</b>	<b>271,654</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,771,676</b>
<b>Total assets</b>	<b>\$ 5,310,005</b>	<b>\$ 2,965,000</b>	<b>\$ 3,279,000</b>	<b>\$ 3,785,000</b>	<b>\$ 3,810,000</b>	<b>\$ 3,874,000</b>	<b>\$ 3,776,000</b>	<b>\$ 3,756,000</b>	<b>\$ 3,756,000</b>	<b>\$ 3,756,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,310,005</b>
<b>LIABILITIES AND EQUITY (DEFICIT)</b>														
<b>CURRENT LIABILITIES</b>														
Accounts payable	\$ 248,828	\$ 28,711	\$ 18,844	\$ 21,827	\$ 1,827	\$ 4,827	\$ 8,828	\$ 2,821	\$ 28,828	\$ 2,827	\$ -	\$ -	\$ -	\$ 248,828
Accounts receivable	178,828	-	-	-	-	-	-	182,828	43,714	-	-	-	-	178,828
Accounts payable and accrued taxes	244,828	-	-	-	-	-	-	-	-	-	-	-	-	244,828
Other current liabilities	148,828	-	-	-	-	-	-	-	-	-	-	-	-	148,828
Retainable amounts / unpaid tax	728,828	1,821	-	1,828	1,827	-	-	4,828	2,828	2,828	-	-	-	728,828
Current portion of long term debt	128,828	-	-	-	-	-	-	-	-	-	-	-	-	128,828
<b>Total current liabilities</b>	<b>1,628,828</b>	<b>37,330</b>	<b>19,674</b>	<b>23,654</b>	<b>1,827</b>	<b>4,827</b>	<b>8,828</b>	<b>182,828</b>	<b>75,370</b>	<b>28,685</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,628,828</b>
<b>NON-CURRENT LIABILITIES</b>														
Long term debt, less current portion shown above	11,228,811	1,228,828	1,228,828	1,228,828	1,228,828	1,228,828	1,228,828	1,228,828	1,228,828	1,228,828	-	-	-	11,228,811
Accounts payable - Current Loan	188,828	8,227	13,827	13,827	13,827	13,827	13,827	13,827	13,827	13,827	-	-	-	188,828
Long term debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total non-current liabilities</b>	<b>11,417,639</b>	<b>1,237,055</b>	<b>1,242,655</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,417,639</b>							
<b>Total liabilities</b>	<b>\$ 22,845,467</b>	<b>\$ 1,274,385</b>	<b>\$ 1,262,329</b>	<b>\$ 1,265,309</b>	<b>\$ 1,265,452</b>	<b>\$ 1,266,477</b>	<b>\$ 1,260,477</b>	<b>\$ 1,260,477</b>	<b>\$ 1,260,477</b>	<b>\$ 1,260,477</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,845,467</b>
<b>PARTNERS' EQUITY / NET ASSETS (DEFICIT)</b>														
Partners' equity	-	-	-	-	2,048,889	2,607,523	2,515,523	2,495,523	2,495,523	2,495,523	-	-	-	2,048,889
Retained earnings	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net assets (deficit) - other than partners	7,015,828	1,690,615	1,690,615	1,690,615	1,690,615	1,690,615	1,690,615	1,690,615	1,690,615	1,690,615	-	-	-	7,015,828
Net assets with donor restrictions	218,228	-	-	-	-	-	-	-	-	-	-	-	-	218,228
<b>Total partners' equity / net assets (deficit)</b>	<b>\$ 7,234,116</b>	<b>\$ 1,690,615</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,234,116</b>								
<b>Total liabilities and partners' equity / net assets (deficit)</b>	<b>\$ 30,079,583</b>	<b>\$ 2,965,000</b>	<b>\$ 3,279,000</b>	<b>\$ 3,810,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,079,583</b>						

**AMERICAN CREDIT SERVICES, INC. AND RELATED COMPANIES**  
**CONDENSED STATEMENT OF OPERATIONS AND PATNERSHIP EQUITY / NET ASSETS (DEFICIT)**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

	12-MONTH PERIODS													
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
<b>REVENUES AND OTHER INCOME</b>														
Subscription revenue	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487	14,481,487
Franchise fee revenue	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
Other revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Interest income	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Other income	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Depreciation and amortization	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Other expenses	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Income tax expense	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total revenues and other income</b>	<b>18,281,487</b>													
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<b>10,000</b>													
<b>Total revenues, other income, and net assets released from restrictions</b>	<b>18,291,487</b>													
<b>EXPENSES</b>														
Personnel services	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Travel and other expenses	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Advertising and public relations	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Professional services	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Marketing and promotional services	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Other expenses	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total program expenses</b>	<b>10,000,000</b>													
Depreciation and amortization	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Interest expense	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Other expenses	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total expenses</b>	<b>13,000,000</b>													
<b>INCOME FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUES AND EXPENSES</b>	<b>5,291,487</b>													
<b>DEPRECIATION AND OTHER REVENUES AND EXPENSES</b>														
Depreciation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Loss on sale of fixed assets	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total depreciation and other revenues and expenses</b>	<b>2,000,000</b>													
<b>NET LOSS / CHANGE IN NET ASSETS (DEFICIT)</b>	<b>3,291,487</b>													
<b>PARTNERSHIP EQUITY / NET ASSETS (DEFICIT), BEGINNING OF YEAR</b>	<b>1,000,000</b>													
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<b>2,291,487</b>													
<b>PARTNERSHIP EQUITY / NET ASSETS (DEFICIT), END OF YEAR</b>	<b>3,291,487</b>													

RESTRICTION COMPANY SERVICES, INC. AND RELATED COMPANIES

CONDENSED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2015

	2015		2014		2013		2012		2011		2010		2009	
	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>														
Change in net assets (liabilities)	\$ 28,800	\$ (134,000)	\$ (118,722)	\$ (88,406)	\$ (704,132)	\$ (107,422)	\$ (20,822)	\$ (172,700)	\$ (40,822)	\$ (48,000)	\$ (91,322)	\$ (148,000)	\$ (728,800)	\$ (728,800)
Adjustments to reconcile change in net assets (liabilities) for each item operating activities:														
Depreciation and amortization	621,000	138,400	102,700	81,422	402,200	42,000	22,700	121,200	41,200	48,000	94,000	150,000	1,227,000	1,227,000
Loss on investment in limited partnership	20,000	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000
Provision of debt	(242,000)	-	-	-	-	-	-	-	-	-	-	-	(242,000)	(242,000)
Restructuring charges in equity:														
Acquired intangible	(200,000)	-	-	-	-	-	-	-	-	-	-	-	(200,000)	(200,000)
Restructuring charges	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
One-time related parties	1,000	0.01	0.02	0.01	11,000	1.00	1,000	1,000	1,000	1,000	1,000	1,000	11,000	11,000
Equity awards	1,000	0.01	0.02	0.01	100	0.01	100	100	100	100	100	100	100	100
Restructuring charges in liabilities	2,000	0.01	0.02	0.01	10,000	1.00	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Restructuring charges	10,000	0.02	0.04	0.03	50,000	5.00	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Restructuring charges and related items	10,000	0.02	0.04	0.03	50,000	5.00	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Other current liabilities	10,000	0.02	0.04	0.03	50,000	5.00	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Restructuring charges / equity loss	10,000	0.02	0.04	0.03	50,000	5.00	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Total equity benefits	110,000	0.24	0.38	0.29	1,000	0.01	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>28,800</b>	<b>0.06</b>	<b>0.03</b>	<b>0.01</b>	<b>(702,932)</b>	<b>(6.42)</b>	<b>(20,822)</b>	<b>(1.72)</b>	<b>(121,500)</b>	<b>(4.00)</b>	<b>(90,322)</b>	<b>(147,000)</b>	<b>(1,207,800)</b>	<b>(1,207,800)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>														
Purchase of property	(20,000)	(0.04)	(0.03)	(0.02)	(1,000)	(0.01)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<b>(20,000)</b>	<b>(0.04)</b>	<b>(0.03)</b>	<b>(0.02)</b>	<b>(1,000)</b>	<b>(0.01)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>	<b>(1,000)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>														
Proceeds from long term debt	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000
Repayment of long term debt	(20,000)	-	-	-	(1,000)	(0.01)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(20,000)	(20,000)
Proceeds from Restricted Equity Offering	20,000	-	-	-	10,000	1.00	10,000	10,000	10,000	10,000	10,000	10,000	20,000	20,000
Distribution partner equity	-	-	-	-	(10,000)	(1.00)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	-	-
<b>NET CASH PROVIDED BY FINANCING ACTIVITIES</b>	<b>60,000</b>	<b>0.13</b>	<b>0.00</b>	<b>0.00</b>	<b>8,000</b>	<b>0.08</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>60,000</b>	<b>60,000</b>
<b>NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH</b>	<b>78,800</b>	<b>0.17</b>	<b>0.00</b>	<b>0.00</b>	<b>(704,932)</b>	<b>(6.34)</b>	<b>(12,822)</b>	<b>(0.72)</b>	<b>(113,500)</b>	<b>(3.00)</b>	<b>(82,322)</b>	<b>(139,000)</b>	<b>(1,147,800)</b>	<b>(1,147,800)</b>
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<b>1,249,000</b>	<b>280.72</b>	<b>280.72</b>	<b>117.72</b>	<b>21,000</b>	<b>0.19</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>1,249,000</b>	<b>1,249,000</b>
<b>CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS</b>	<b>(70,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(70,000)</b>	<b>(70,000)</b>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<b>1,179,000</b>	<b>280.72</b>	<b>280.72</b>	<b>117.72</b>	<b>21,000</b>	<b>0.19</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>21,000</b>	<b>1,179,000</b>	<b>1,179,000</b>

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

CHESHIRE COUNTY

SULLIVAN COUNTY

CONSTITUENT  
SECTOR

**Ron Nason**  
SCS Tenant

**Mary Lou Huffing**  
Fall Mountain Emergency Food  
Shelf  
Alstead Friendly Meals

**Heather Cameron**  
Head Start Policy Council  
Parent Representative

**Anne Beattie**  
Newport Service Organization

PRIVATE  
SECTOR

**Kevin Watterson, Chair**  
Clarke Companies (retired)

**David Edkins, Vice-Chair**  
Town of Walpole

**Dominic Perkins, Secretary**  
Savings Bank of Walpole

**Kerry Belknap Morris, M.Ed.**  
Early Childhood Education  
River Valley Community College

PUBLIC  
SECTOR

**Jay Kahn**  
State Senator, District 10

**Derek Fertand**  
Sullivan County Manager

**Andy Bohannon**  
Parks, Recreation and Facilities  
Director  
City of Keene

**Liz Emerson**  
Planning and Zoning  
Administrator  
Town of Charlestown

# KEY ADMINISTRATIVE PERSONNEL

NH DEPT OF ENERGY

Agency Name: Southwestern Community Services, Inc.

Program Name: WAP BIL22

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

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**Beth Daniels**

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**Experience**

***Southwestern Community Services, Inc., Keene, NH***

***Chief Executive Officer***

07/2021 – Present

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

***Chief Operating Officer***

03/2016 – 07/2021

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

***Director of Energy and Employment Programs***

10/2008 – 02/2015

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

***Career Navigator, Families at Work***

04/2006 – 10/2008

***Second Start, Concord, NH***

***Career Development Specialist***

11/2004 – 03/2006

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

***Southwestern Community Services, Inc., Keene, NH***

***Case Manager, Homeless Services***

09/2002 – 10/2003

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

***Case Manager, Welfare-to-Work***

05/2000 – 09/2002

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

**Education and Training**

<b>Leadership Monadnock</b>	2016
<b>Grant Writing Workshop</b> Cheshire County	05/2012
<b>Nonviolent Crisis Intervention</b> Crisis Prevention Institute, Inc.	2012
<b>Leadership Training</b> Tad Dwyer Consulting	2010-2011
<b>Criticism &amp; Discipline Skills for Managers</b> CareerTrack	11/2007
<b>How to Supervise People</b> CareerTrack	11/2007
<b>Career Development Facilitator Training</b> National Career Development Association <i>120-hour NCDA training</i>	09/2005
<b>Certified Workforce Development Specialist</b> National Association of Workforce Development Professionals	06/2005
<b>Infection Control &amp; Bloodborne Pathogens</b> Home Health Care	01/2003
<b>Bachelor of Arts in Human Services</b> Franklin Pierce College <i>Graduated cum laude</i>	05/2002

**Projects/Appointments**

*Current Board Member, Monadnock Collaborate*

*Current Member, Executive Committee, Leadership Council for Healthy Monadnock*

*Current Member, Sullivan Count Public Health Advisory Council*

*Created Emerging Leaders Program, SCS*

***References Available***

# Gabriel Leonard

## Employment History

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

Energy Conservation Manager Aug 2016- July 2021

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

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

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

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

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

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

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

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

VC Summer Nuclear Power Station  
Susquehanna Nuclear Power Station

Oct 2012 – Nov 2012  
Mar 2012 - Apr 2012

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

**IBZ CONTRACTING (Spring Valley, NY) Heavy Equipment Operator**

Jul 2008 - Aug 2009

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

**FULLTIME MANAGEMENT (New York, NY) Property Manager**

Jan 2008 - May 2008

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

**FINESTKIND HANDY CRAFTSMEN (Kitsap County, WA) Proprietor**

Dec 2004 - Jan 2007

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

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

Nov 2002 - Dec 2007

Aviation Ordnance Specialist Supervisor,  
Aviation Ordnance Specialist

Nov 2004 - Dec 2007  
Nov 2002 - Nov 2004

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

**Education**

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

CPR CERTIFIED NATIONAL HEART ASSOCIATION 2015

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

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