

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



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

5F

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

48

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 Tri-County Community Action Program, Inc. (TCCAP), Berlin, NH, Vendor #177195, 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 \$3,234,749 by the Governor and Executive Council on December 12, 2022, Item #52, and amended on September 25, 2024, Item #5I. 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 \$572,783 from \$2,395,271 to \$1,822,488, and will use those funds to: 1) increase the Health & Safety budget category by 182,249, 2) create an optional

budget category for Energy Audits funded with \$260,356, and 3) create an optional budget category for final inspection with \$130,178.

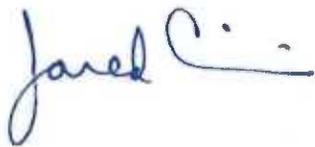
These contract amendments to the federal IJJA WAP contracts will permit the Department to optimize the federal allowances for Average Cost Per Dwelling Unit (ACPU) by shifting select personnel costs from the Program budget category and using those funds to increase available Health & Safety funds and 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 TCCAP'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	\$289,946	\$0	\$289,946
Program	\$2,395,271	(\$572,783)	\$1,822,488
Health & Safety	\$208,284	\$182,249	\$390,533
Energy Audits	\$0	\$260,356	\$260,356
Final Inspection	\$0	\$130,178	\$130,178
Training & Technical Assistance	\$341,248	\$0	\$341,248
<b>Total</b>	<b>\$3,234,749</b>	<b>\$0</b>	<b>\$3,234,749</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, acting by and through the New Hampshire Department of Energy (Department), 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (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 #51, 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 TCCAP'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:

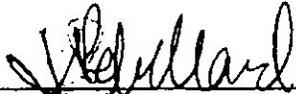
- A) Exhibit C, Payment Terms, Contractor WAP IJA Grant Allocation: Amend paragraph #1, to reflect changes in grant budget categories available to Contractor and to true up Health & Safety allowances:
1. Amend by deleting the current sum of \$2,395,271 and inserting in place thereof the sum of \$1,822,488;
  2. Amend by deleting the current sum of \$208,284 and inserting in place thereof the sum of \$390,533
  3. Amend by creating a budget category for Energy Audits and inserting the sum of \$260,356;
  4. Amend by creating a budget category for Final Inspection and inserting the sum of \$130,178.

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.

**Tri-County Community Action Program**

By:   
Jeanne Robillard, Chief Executive Officer

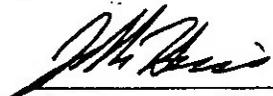
Date: 4/28/25

**STATE OF NEW HAMPSHIRE  
Department of Energy**

  
Jared S. Chicoine, Commissioner

Date: 4/28/25

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

  
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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 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: 63020

Certificate Number: 0007142560



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 "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Sandy Alonzo, 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 Tri-County Community Action Program, 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 May 17th, 2024, at which a quorum of the Directors/shareholders were present and voting.

(Date)

**VOTED:** That Jeanne Robillard, Randall Pilotte, Brenda Gagne (may list more than one person)  
(Name and Title of Contract Signatory)

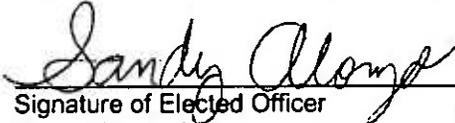
is duly authorized on behalf of Tri-County Community Action Program, INC. to enter into contracts or agreements with the State

(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 **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: 4/24/25

  
Signature of Elected Officer  
Name: Sandy Alonzo  
Title: Board Chair



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2025

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).

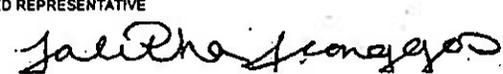
<b>PRODUCER</b> Cross Insurance-Manchester 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Lindsey Goodrich <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
		<b>INSURER B:</b> Granite State Health Care and Human Services Self-	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Tri-County Community Action Program, Inc  30 Exchange Street Berlin NH 03570			

**COVERAGES**      **CERTIFICATE NUMBER:** 24-25 All/25-26 NH WC      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2571941	07/01/2024	07/01/2025	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<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			PHPK2571943	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB870544	07/01/2024	07/01/2025	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	R01892HCHS2025-01 (3a.) NH	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)  
Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  NH 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 
---	--

*Financial Statements*

---

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023  
AND  
INDEPENDENT AUDITORS' REPORT AND  
REPORTS ON COMPLIANCE AND  
INTERNAL CONTROL**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

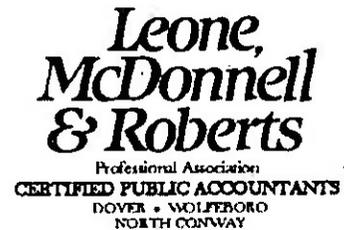
CERTIFIED PUBLIC ACCOUNTANTS

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 3
Consolidated Financial Statements:	
Statements of Financial Position	4
Statement of Activities	5
Statements of Functional Expenses	6 - 7
Statements of Cash Flows	8
Notes to Financial Statements	9 - 30
Supplementary Information:	
Schedule of Expenditures of Federal Awards and Non-Federal Awards	31 - 33
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	34 - 35
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	36 - 38
Schedule of Findings and Questioned Costs	39 - 40



## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Tri-County Community Action Program, Inc. and Affiliate

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

#### ***Opinion***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2024 and 2023, the related consolidated statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2024, 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 Tri-County Community Action Program, Inc. and Affiliate as of June 30, 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 Tri-County Community Action Program, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

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

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

## ***Auditors' Responsibilities for the Audit of the Financial Statements***

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

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

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

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

### **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 November 13, 2024, on our consideration of Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

### **Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliates' 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 13, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone McDonnell & Roberts*  
*Professional Association*

North Conway, New Hampshire  
November 13, 2024

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 4,658,626	\$ 4,400,730
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Accounts receivable	2,044,392	2,024,546
Pledges receivable	284,892	192,212
Inventories	102,774	123,409
Prepaid expenses	<u>179,803</u>	<u>138,888</u>
Total current assets	<u>8,296,986</u>	<u>8,193,440</u>
<b>PROPERTY</b>		
Property and equipment	12,831,168	12,858,931
Less accumulated depreciation	<u>(6,994,869)</u>	<u>(6,522,499)</u>
Property, net	<u>5,836,299</u>	<u>6,336,432</u>
<b>NONCURRENT ASSETS</b>		
Right of use asset, operating	123,817	208,857
Restricted cash	<u>449,389</u>	<u>413,721</u>
Total noncurrent assets	<u>573,206</u>	<u>622,578</u>
<b>TOTAL ASSETS</b>	<u>\$ 14,706,491</u>	<u>\$ 15,152,450</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 135,315	\$ 139,961
Current portion of right of use liability, operating	59,260	86,219
Accounts payable	273,732	456,444
Accrued compensated absences	227,225	249,777
Accrued salaries	89,951	90,948
Accrued expenses	106,809	95,772
Refundable advances	85,188	403,239
Other liabilities	<u>1,135,480</u>	<u>1,342,462</u>
Total current liabilities	2,112,960	2,864,822
<b>NONCURRENT LIABILITIES</b>		
Right of use liability, operating, less current portion	64,557	122,638
Long term debt, net of current portion	<u>4,108,684</u>	<u>4,296,550</u>
Total liabilities	<u>6,286,201</u>	<u>7,284,010</u>
<b>NET ASSETS</b>		
Without donor restrictions	8,074,913	7,577,645
With donor restrictions	<u>345,377</u>	<u>290,795</u>
Total net assets	<u>8,420,290</u>	<u>7,868,440</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 14,706,491</u>	<u>\$ 15,152,450</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2024  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2024 Total</u>	<u>2023 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grants and contracts	\$ 17,113,827	\$ 263,021	\$ 17,376,848	\$ 39,804,923
Program funding	1,054,639	-	1,054,639	1,131,923
Utility programs	1,680,558	-	1,680,558	1,458,145
In-kind contributions	422,563	-	422,563	479,251
Contributions	354,046	-	354,046	252,119
Fundraising	32,778	-	32,778	23,626
Rental income	889,403	-	889,403	867,061
Interest income	79,025	-	79,025	26,196
Gain on disposal of property	800	-	800	6,817
Other revenue	<u>1,708</u>	<u>-</u>	<u>1,708</u>	<u>2,735</u>
Total revenues and other support	21,629,347	263,021	21,892,368	44,052,796
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>208,439</u>	<u>(208,439)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>21,837,786</u>	<u>54,582</u>	<u>21,892,368</u>	<u>44,052,796</u>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	1,295,519	-	1,295,519	1,314,337
Head Start	3,171,577	-	3,171,577	3,107,886
Guardianship	601,621	-	601,621	651,255
Transportation	1,810,631	-	1,810,631	1,404,213
Volunteer	72,341	-	72,341	72,150
Carroll County Dental	585,935	-	585,935	679,379
Homeless	1,151,632	-	1,151,632	20,422,871
Energy and Community Development	9,943,891	-	9,943,891	13,099,599
Elder	1,287,154	-	1,287,154	1,276,827
Housing Services	<u>212,242</u>	<u>-</u>	<u>212,242</u>	<u>212,979</u>
Total program services	<u>20,132,543</u>	<u>-</u>	<u>20,132,543</u>	<u>42,241,496</u>
Supporting Activities:				
General and administrative	1,204,546	-	1,204,546	1,236,580
Fundraising	<u>3,429</u>	<u>-</u>	<u>3,429</u>	<u>3,315</u>
Total supporting activities	<u>1,207,975</u>	<u>-</u>	<u>1,207,975</u>	<u>1,239,895</u>
Total functional expenses	<u>21,340,518</u>	<u>-</u>	<u>21,340,518</u>	<u>43,481,391</u>
<b>CHANGE IN NET ASSETS</b>	497,268	54,582	551,850	571,405
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>7,577,645</u>	<u>290,795</u>	<u>7,868,440</u>	<u>7,297,035</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 8,074,913</u>	<u>\$ 345,377</u>	<u>\$ 8,420,290</u>	<u>\$ 7,868,440</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2021**

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administration	Fundraising	Total
<b>Direct Expenses</b>														
Payroll	\$ 303,307	\$ 1,718,784	\$ 388,354	\$ 866,067	\$ 46,912	\$ 261,594	\$ 382,333	\$ 1,484,818	\$ 582,713	\$ 58,086	\$ 5,808,926	\$ 590,294		\$ 6,458,220
Payroll taxes and benefits	64,347	451,075	90,821	129,016	11,544	58,754	97,532	399,283	108,174	-	1,408,648	134,843		1,543,489
Assistance to clients	-	-	-	588,587	-	-	473,809	8,864,085	-	-	7,747,501	-		7,747,501
Consumable supplies	7,083	195,989	7,904	8,982	378	37,999	14,287	514,918	310,482	607	1,086,787	28,194		1,126,981
Specs costs and rentals	2,575	243,798	44,948	9,102	6,003	-	94,083	213,546	66,963	-	680,988	98,810		779,988
Depreciation expense	203,322	40,474	7,830	102,254	-	38,982	24,712	41,321	5,160	67,389	529,444	-		529,444
In-kind expended	-	216,582	-	56,778	2,180	-	-	-	147,085	-	422,563	-		422,563
Consultants and contractors	80,882	20,159	3,040	29,800	698	139,986	24,089	358,410	9,082	-	645,348	139,864		785,210
Utilities	175,497	31,490	28,022	15,425	1,778	11,783	31,649	47,311	28,112	26,848	367,883	12,544		410,437
Travel and meetings	13,450	129,848	8,883	47,852	79	12,238	7,142	18,517	18,830	495	258,034	27,287		285,321
Other direct program costs	81,007	36,718	2,053	13,568	803	703	4,012	24,538	7,044	35,108	185,538	85,824	3,429	254,901
Fiscal and administrative	32,897	100	8,829	1,424	184	8,408	3,175	33,847	1,378	2,310	92,532	86,720		219,462
Building and grounds maintenance	150,639	34,515	80	5,848	-	7,390	3,838	4,943	1,709	10,383	219,482	-		219,482
Interest expense	79,312	852	2,489	382	-	78	25	1,804	328	-	85,270	-		85,270
Vehicle expense	8,119	-	-	124,527	-	-	98	88,021	-	-	220,765	-		220,765
Insurance	5,119	10,481	797	3,813	1,598	3,540	10,144	5,985	-	3,899	105,861	37,551		143,432
Maintenance of equipment and rental	12,350	42,704	6,596	8,971	236	4,544	808	21,210	18,539	8,988	121,025	12,431		133,456
Fixed fees	4,838	-	75	39	-	2,037	-	1,348	5,805	-	13,942	884		14,528
<b>Total Direct Expenses</b>	<b>1,285,519</b>	<b>3,171,577</b>	<b>601,621</b>	<b>1,810,631</b>	<b>72,341</b>	<b>585,935</b>	<b>1,151,632</b>	<b>9,843,891</b>	<b>1,287,154</b>	<b>212,242</b>	<b>20,132,543</b>	<b>1,204,546</b>	<b>3,429</b>	<b>21,340,518</b>
<b>Indirect Expenses</b>														
Indirect costs	120,828	308,710	83,254	117,821	7,218	81,488	84,858	334,795	118,890	-	1,204,546	(1,204,546)		-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 1,406,347</b>	<b>\$ 3,477,287</b>	<b>\$ 684,875</b>	<b>\$ 1,928,452</b>	<b>\$ 79,559</b>	<b>\$ 667,423</b>	<b>\$ 1,236,490</b>	<b>\$ 10,278,686</b>	<b>\$ 1,406,044</b>	<b>\$ 212,242</b>	<b>\$ 21,337,089</b>	<b>\$ -</b>	<b>\$ 3,429</b>	<b>\$ 21,340,518</b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2021**

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Restrained	Total
<b>Direct Expenses</b>														
Payroll	\$ 323,177	\$ 1,844,947	\$ 424,837	\$ 880,490	\$ 44,947	\$ 422,973	\$ 757,036	\$ 1,380,748	\$ 564,863	\$ 56,045	\$ 6,290,893	\$ 606,842	\$ -	\$ 6,908,735
Payroll taxes and benefits	99,401	449,985	109,489	133,770	11,318	97,590	199,734	362,064	118,514	-	1,599,665	149,438	-	1,749,333
Assistance to clients	775	-	-	207,577	-	-	18,062,956	10,442,285	-	-	29,813,993	-	-	29,813,993
Consumable supplies	7,038	218,856	6,879	8,279	366	55,076	33,428	431,354	321,162	1,396	1,083,724	25,899	-	1,109,623
Space costs and rentals	12,648	223,207	46,836	21,512	6,478	-	99,965	180,500	72,300	-	633,477	130,652	-	764,129
Depreciation expense	204,391	41,736	2,000	102,254	-	41,903	18,563	42,628	7,110	67,389	527,962	-	-	527,962
In-kind expended	-	219,382	-	24,948	-	-	129,794	-	106,177	-	479,251	-	-	479,251
Consultants and contractors	95,409	13,688	6,228	23,820	-	19,786	132,557	12	12,704	-	283,964	31,049	-	295,033
Utilities	228,071	29,700	23,217	18,089	1,592	11,819	30,814	45,326	25,978	30,485	445,051	5,226	-	450,277
Travel and meetings	751	69,780	6,152	38,208	392	2,635	16,195	24,004	15,328	125	195,550	20,887	-	216,237
Other direct program costs	9,862	51,628	1,278	7,988	429	1,550	7,088	34,790	8,788	36,315	157,716	84,852	3,315	245,983
Fiscal and administrative	6,024	294	15,994	294	36	8,239	5,125	24,030	1,744	3,100	84,450	124,873	-	189,136
Building and grounds maintenance	156,544	94,147	56	13,830	-	8,548	4,875	876	17,874	7,010	303,282	-	-	303,282
Interest expense	84,491	1,688	693	247	78	-	116	1,914	537	-	89,732	-	-	89,732
Vehicle expense	5,188	-	-	110,020	-	-	-	110,333	-	-	225,539	-	-	225,539
Insurance	56,280	8,422	663	3,795	1,568	1,819	8,434	8,299	-	3,156	90,225	38,916	-	129,141
Maintenance of equipment and rental	53,270	20,416	5,738	9,375	4,925	5,919	17,182	18,137	5,291	7,879	148,132	18,131	-	164,263
Fixed fees	11,021	10	-	177	-	1,722	18	4,551	2,427	100	20,052	215	-	20,227
<b>Total Direct Expenses</b>	<b>1,314,337</b>	<b>3,107,888</b>	<b>651,255</b>	<b>1,404,213</b>	<b>72,150</b>	<b>679,379</b>	<b>20,422,871</b>	<b>13,099,599</b>	<b>1,276,827</b>	<b>212,979</b>	<b>42,241,498</b>	<b>1,226,580</b>	<b>3,315</b>	<b>43,481,391</b>
<b>Indirect Expenses</b>														
Indirect costs	133,132	299,448	69,806	119,456	6,841	71,557	137,310	275,660	123,351	-	1,236,580	(1,236,580)	-	-
<b>Total Direct &amp; Indirect expenses</b>	<b>\$ 1,447,469</b>	<b>\$ 3,407,334</b>	<b>\$ 721,061</b>	<b>\$ 1,523,669</b>	<b>\$ 78,991</b>	<b>\$ 750,936</b>	<b>\$ 20,560,181</b>	<b>\$ 13,375,259</b>	<b>\$ 1,400,178</b>	<b>\$ 212,979</b>	<b>\$ 43,478,078</b>	<b>\$ -</b>	<b>\$ 3,315</b>	<b>\$ 43,481,391</b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 551,850	\$ 571,405
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	529,444	527,962
Gain on disposal of property	(800)	(6,817)
(Increase) decrease in assets:		
Accounts receivable	(19,846)	(217,272)
Pledges receivable	(92,680)	(23,016)
Inventories	20,635	(63,650)
Prepaid expenses	(40,915)	(77)
Increase (decrease) in liabilities:		
Accounts payable	(182,712)	193,971
Accrued compensated absences	(22,552)	21,435
Accrued salaries	(997)	9,241
Accrued expenses	11,037	(21,643)
Refundable advances	(318,051)	(42,969)
Other liabilities	(206,982)	257,056
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>227,431</u>	<u>1,205,626</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	800	8,091
Purchases of property and equipment	(30,198)	(161,013)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(29,398)</u>	<u>(152,922)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment on long-term debt	(191,625)	(139,920)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(191,625)</u>	<u>(139,920)</u>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	6,408	912,784
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>6,128,106</u>	<u>5,215,322</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 6,134,514</u>	<u>\$ 6,128,106</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 84,383</u>	<u>\$ 88,845</u>

See Notes to Consolidated Financial Statements

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

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

##### **Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction, and operation of community-based housing for the elderly.

##### **Nature of activities**

The Organization's programs consist of the following:

##### **Agency**

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

##### **Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

**Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

**Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 14 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

**Volunteer**

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 208 volunteers, ages 55 and older, of which 50 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 15,000 hours yearly.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

#### **Carroll County Dental**

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

#### **Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

#### **Low-Income Weatherization**

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

#### **Elder**

The Organization's elder program provides senior meals in 4 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

#### **Housing Services**

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit is performed as it relates to Cornerstone's compliance with its major federal program 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 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

#### **Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

#### **Basis of presentation**

The 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:

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**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.

The Organization has net assets with donor restrictions of \$345,377 and \$290,795 at June 30, 2024 and 2023, respectively. See **Note 12**.

#### **Contributions**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as 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 statement of activities as net assets released from restrictions.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. This is the basis to determine expected credit losses for receivables. The Organization believes that the composition of receivables at year-end is consistent with historical conditions. The Organization does not charge interest on outstanding accounts receivable.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

**Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$85,188 and \$403,239 as of June 30, 2024 and 2023, respectively.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

#### **Nonprofit tax status**

The Organization is a not-for-profit, Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. Management does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

#### **Retirement plan**

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2024 and 2023, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

#### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

#### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

#### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2024 and 2023.

As of June 30, 2024 and 2023, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$284,892 and \$192,212, respectively. This amount is included in contributions in the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

**Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

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.

#### **Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2024 and 2023 was \$16,164 and \$20,143, respectively.

#### **Debt Issuance Costs**

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs*." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2024 and 2023.

#### **Revenue Recognition Policy**

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

Cornerstone derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment unit 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 Cornerstone expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

**New Accounting Pronouncement**

At July 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 but did change how the allowance for credit losses is determined.

**NOTE 2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 4,658,626	\$ 4,400,730
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Accounts receivable	2,044,392	2,024,546
Pledges receivable	284,892	192,212
Restricted cash	<u>449,389</u>	<u>413,721</u>
Total financial assets	<u>8,463,798</u>	<u>8,344,864</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	345,377	290,795
Restricted cash, Guardianship Services Program	1,026,499	1,313,655
Restricted cash	449,389	413,721
Less net assets with time restrictions to be met in less than a year	<u>(310,948)</u>	<u>(254,537)</u>
Amounts not available within one year	<u>1,510,317</u>	<u>1,763,634</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 6,953,481</u>	<u>\$ 6,581,230</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,352,000 and \$6,982,000 at June 30, 2024 and 2023; respectively.

**NOTE 3. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2024</u>	<u>2023</u>
Cash, operations	\$ 4,658,626	\$ 4,400,730
Restricted cash, current	1,026,499	1,313,655
Restricted cash, long term	<u>449,389</u>	<u>413,721</u>
Total cash and restricted cash	<u>\$ 6,134,514</u>	<u>\$ 6,128,106</u>

**Cash Restrictions**

The Organization was required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7**. It was required to maintain a balance of \$19,968 in the account, which was restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service were required to be replenished with monthly deposits until the maximum required deposit balance was achieved. As the note payable was paid off during the year ended June 30, 2024, there was no balance at June 30, 2024. The balance at June 30, 2023 was \$20,079 and is included in restricted cash in the Consolidated Statements of Financial Position for the year ended June 30, 2023. The Organization made all of their scheduled deposits for the years ended June 30, 2024 and 2023.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2024 and 2023 was \$174,841, and the Organization was in compliance with this requirement. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2024 and 2023 was \$1,026,499 and \$1,313,655, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2024 and 2023 was \$1,026,499 and \$1,313,655, respectively, and is included in the restricted cash, Guardianship Services Program balance on the Consolidated Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2024 and 2023 was \$274,548 and \$218,801, respectively. See **Note 14**.

**NOTE 4. INVENTORY**

In 2024 and 2023, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2024 and 2023 consists of weatherization materials, totaling \$102,774 and \$123,409, respectively.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2024:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$ 10,149,618	\$ 5,137,508	\$ 5,012,110
Equipment	2,262,710	1,857,361	405,349
Construction in progress	-	-	-
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<b><u>\$ 12,831,168</u></b>	<b><u>\$ 6,994,869</u></b>	<b><u>\$ 5,836,299</u></b>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

Property consists of the following at June 30, 2023:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$ 10,119,418	\$ 4,630,469	\$ 5,488,949
Equipment	2,278,559	1,892,030	386,529
Construction in progress	42,114	-	42,114
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<b><u>\$ 12,858,931</u></b>	<b><u>\$ 6,522,499</u></b>	<b><u>\$ 6,336,432</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2024 and 2023 totaled \$529,444 and \$527,962, respectively.

**NOTE 6. ACCRUED COMPENSATED ABSENCES**

For the years ending June 30, 2024 and 2023, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2024 and 2023, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$227,225 and \$249,777, respectively.

**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2024 and 2023 consisted of the following:

	<b><u>2024</u></b>	<b><u>2023</u></b>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. The note was paid off during 2024.	\$ -	\$ 64,236
Note payable with a bank requiring 120 monthly installments of \$2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	209,941	236,057

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,173,841	2,276,888
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	4,251,382	4,444,781
Unamortized debt issuance costs	<u>(7,383)</u>	<u>(8,270)</u>
Total long term debt	4,243,999	4,436,511
Less current portion due within one year	<u>(135,315)</u>	<u>(139,961)</u>
	<u>\$ 4,108,684</u>	<u>\$ 4,296,550</u>

The scheduled maturities of long-term debt as of June 30, 2024 are as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2025	\$ 135,315
2026	140,153
2027	143,926
2028	148,439
2029	153,097
Thereafter	<u>3,530,452</u>
	<u>\$ 4,251,382</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

As described at Note 3, the Organization was required to maintain a reserve account with a bank for the first note payable listed above.

**NOTE 8. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest for the years ended June 30, 2024 and 2023 at 9.50% and 9.25% per annum, respectively. There was no balance outstanding at June 30, 2024 and 2023. The line is subject to renewal each February.

**NOTE 9. OPERATING LEASES**

The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk-free borrowing rates commensurate with the lease terms, which was 3.01%, at the time of implementing ASU 2016-02, *Leases (Topic 842)*. Common expenses, classified as space 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 has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month-to-month basis. For the years ended June 30, 2024 and 2023, the annual rent expense for leased facilities and office equipment totaled \$189,337 and \$192,365, respectively.

The weighted average remaining lease term at June 30, 2024 is 1.64 years and the weighted average discount rate at June 30, 2024 is 3.09%.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

Lease liability maturities as of June 30, 2024 are as follows:

<b><u>Year Ending</u></b> <b><u>June 30:</u></b>	<b><u>Amount</u></b>
2025	\$ 59,685
2026	52,460
2027	11,372
2028	<u>4,737</u>
Total undiscounted lease liability	128,254
Less imputed interest	<u>(4,437)</u>
Total lease liability	<u>\$ 123,817</u>

Subsequent to year end, the Organization entered into multiple lease agreements for office equipment, ranging from four to five years. The future minimum lease payments on these leases are as follows:

<b><u>Year ending</u></b> <b><u>June 30:</u></b>	<b><u>Amount</u></b>
2025	\$ 12,780
2026	15,336
2027	15,336
2028	15,336
2029	15,046
Thereafter	<u>2,498</u>
	<u>\$ 76,332</u>

**NOTE 10. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Transportation</u>	<u>Total</u>
Professional services and services for disabled	\$ 68,708	\$ -	\$ 26,675	\$ 95,383
Packing, setup and delivery of congregate and home delivered meals	-	141,565	-	141,565
	<u>\$ 68,708</u>	<u>\$ 141,565</u>	<u>\$ 26,675</u>	<u>\$ 236,948</u>

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Total</u>
Professional services and services for disabled	\$ 76,770	\$ -	\$ 76,770
Packing, setup and delivery of congregate and home delivered meals	-	102,077	102,077
	<u>\$ 76,770</u>	<u>\$ 102,077</u>	<u>\$ 178,847</u>

Numerous volunteers have donated significant amounts of time to the Organization's program services. Although no amounts have been reflected in the consolidated financial statements, management estimates the fair value of those services to be approximately \$400,250 and \$367,930 for the years ended June 30, 2024 and 2023, respectively.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	<b><u>Head Start</u></b>	<b><u>Senior Meals</u></b>	<b><u>Transportation</u></b>	<b><u>RSVP</u></b>	<b><u>Total</u></b>
Difference between rent paid and market rate	\$ 68,291	\$ 5,500	\$ 6,818	\$ 1,600	\$ 82,209

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<b><u>Head Start</u></b>	<b><u>Senior Meals</u></b>	<b><u>Total</u></b>
Difference between rent Paid and market rate	\$ 69,097	\$ 4,100	\$ 73,197

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2024 are as follows:

	<b><u>Head Start</u></b>	<b><u>RSVP</u></b>	<b><u>Transportation</u></b>	<b><u>Total</u></b>
Employee use of home	\$ 79,563	\$ -	\$ -	\$ 79,563
Donated goods	-	560	23,283	23,843
Total	\$ 79,563	\$ 560	\$ 23,283	\$ 103,406

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<b><u>Head Start</u></b>	<b><u>Homeless</u></b>	<b><u>Transportation</u></b>	<b><u>Total</u></b>
Employee use of home	\$ 73,495	\$ -	\$ -	\$ 73,495
Donated goods	-	-	24,948	24,948
Hotel rooms for homeless clients	-	128,764	-	128,764
Total	\$ 73,495	\$ 128,764	\$ 24,948	\$ 227,207

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**NOTE 11. CONCENTRATION OF RISK**

The Organization receives a majority of its support from federal and state governments. For the years ended June 30, 2024 and 2023, approximately \$16,920,800 (77%) and \$39,361,300 (89%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2024 and 2023, approximately 60% and 61%, respectively, of Cornerstone's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone's assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, Cornerstone operates in a regulated environment. The operation of Cornerstone is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**NOTE 12. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of June 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Temporary municipal funding	\$ 284,892	\$ 192,212
Restricted buildings	34,431	36,257
FAP/EAP	1,681	14,092
Head Start	1,472	3,577
Loans – HSGP	22,901	23,484
RSVP program funds	-	15,708
CC Coos	-	5,099
CC Carroll	-	180
CC Grafton	-	180
LIWAP Program	-	6
	<u>                    </u>	<u>                    </u>
Total net assets with donor restrictions	<u>\$ 345,377</u>	<u>\$ 290,795</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

**NOTE 13. COMMITMENTS AND CONTINGENCIES**

**Grant Compliance**

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**NOTE 14. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS**

Under Cornerstone's regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$264,483 and \$207,956 were held in a segregated account at June 30, 2024 and 2023, respectively.

During the year ended June 30, 2023, HUD approved a loan from the replacement reserve account to the operating account to cover operating expenses due to the delay in HAP vouchers being processed by HUD. During the year ended June 30, 2024, the \$26,649 loan was paid back to the replacement reserve account. HUD restricted deposits generally are not available for operating purposes.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023**

Cornerstone's use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$6,455 and \$6,454 were held in a segregated account for the years ended June 30, 2024 and 2023, respectively.

Under the regulatory agreement, Cornerstone is required to set aside amounts for the return of resident paid deposits. At June 30, 2024 and 2023 \$3,610 and \$4,391, respectively, were held in a segregated account and generally are not available for operating purposes.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of Cornerstone's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

**NOTE 15. SUBSEQUENT EVENTS**

The Organization has evaluated events through November 13, 2024, which is the date that the financial statements were available to be issued.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2024**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Health and Human Services</b>				
<b>HEAD START CLUSTER</b>				
Head Start	93 800		01CH011936-03-01	\$ 1,807,043
Head Start	93 800		01CH011936-04-00	1,250,524
			<b>CLUSTER TOTAL</b>	<b>3,057,567</b>
Low-income Home Energy Assistance	93 588	State of New Hampshire Office of Energy and Planning	2301NHLEA/2301NHLEE	242,563
Low-income Home Energy Assistance	93 588	State of New Hampshire Office of Energy and Planning	2401NHLEA	6,750,790
Low-income Home Energy Assistance	93 588	State of New Hampshire Office of Energy and Planning	2301NHLEA	433,700
			<b>TOTAL</b>	<b>7,427,053</b>
Low-income Household Water Assistance Program	93 490	State of New Hampshire Office of Energy and Planning	2401NHLWCS/0	295,798
<b>AGING CLUSTER</b>				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93 044	State of New Hampshire Office of Energy and Planning	SEAS2101HHOASS	9,483
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93 044	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-07-TRANS-11	115,581
			<b>TOTAL</b>	<b>125,064</b>
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93 045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASH-08	278,875
ARPA - Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	93 045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASH-08	134,923
			<b>TOTAL</b>	<b>414,050</b>
Nutrition Services Incentive Program (NSIP)	93 053	State of New Hampshire Department of Health and Human Services	NONE	79,730
			<b>CLUSTER TOTAL</b>	<b>818,624</b>
Community Services Block Grant	93 500	State of New Hampshire Department of Health and Human Services	SS-2019-BHS-02-COMMU-05-A02 & A03	445,363
National Family Caregiver Support, Title III, Part E	93 052	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTS-08-SERVA-07-A02	32,370
State Health Insurance Assistance Program	93 324	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTS-08-SERVA-07-A02	15,677
Medicare Enrollment Assistance Program	93 071	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTS-08-SERVA-07-A02	8,525
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93 048	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTS-08-SERVA-07-A02	8,850
Activities to Support ST/LT Health Department Response to Public Health or Healthcare Crises	93 391	State of New Hampshire Department of Health and Human Services	SS-2022-DPHS-13-REGIO-01-A01	562,440
Social Services Block Grant (Title XX M/R)	93 867	State of New Hampshire Department of Health and Human Services	RFA-2021-DLTS-08-SERVA-07-A02	82,790
Social Services Block Grant (Title XX HD)	93 867	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASH-08	121,338
Social Services Block Grant (Guardianship)	93 867	State of New Hampshire Department of Health and Human Services	SS-2022-DPHS-01-GUARD-02	28,839
			<b>TOTAL</b>	<b>231,148</b>
<b>Total U.S. Department of Health and Human Services</b>				<b>\$ 12,704,725</b>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2024**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Energy</b>				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	DE-EE0000916	\$ 392,962
BIL - Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	DE-EE00100001	832,062
Total U.S. Department of Energy				\$ 1,025,024
<b>U.S. Corporation for National and Community Service</b>				
Retiree and Senior Volunteer Program	94.002		22SRFN-001	\$ 40,209
Total U.S. Corporation for National and Community Service				\$ 40,209
<b>U.S. Department of Agriculture</b>				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	\$ 154,628
Total U.S. Department of Agriculture				\$ 154,628
<b>U.S. Department of Transportation</b>				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	04-06-06-064010-2916-072-5	\$ 307,406
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>				
Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)	20.513	State of New Hampshire Department of Transportation	04-06-06-064010-2916-072-5	372,088
			CLUSTER TOTAL	372,088
Total U.S. Department of Transportation				\$ 679,494
<b>U.S. Department of Housing and Urban Development</b>				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	RFA-2023-DEHS-01-EMERG-03-A01	\$ 68,139
CV-Emergency Solutions Grant Program	14.231	State of NH Governor's Office for Emergency Relief & Recovery	RFA-2023-DEHS-01-EMERG-03-A01	125,886
			TOTAL	214,025
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020L17001811	9,563
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	83-2024-DBH-13-CONT1-01	188,619
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	83-2018-B4HS-01-Coord-05	122,170
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2023-DEHS-07-YOUTH-02	26,373
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2023-DEHS-07-YOUTH-01	16,863
			TOTAL	369,588
Total U.S. Department of Housing and Urban Development				\$ 560,613

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2024**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of the Treasury</b>				
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		150,281
Emergency Rental Assistance Program	21.023	State of New Hampshire Department of Health and Human Services	RFA-2024-DBH-03-COLDW-06	79,834
Total U.S. Department of the Treasury				<u>\$ 230,115</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<u>\$ 15,424,589</u>
<b>NON-FEDERAL</b>				
Electrical Assistance Program		Community Action Program Belknap-Merrimack Counties, Inc.		<u>\$ 239,317</u>

**NOTE A - BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 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 Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - 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 Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE C - INDIRECT RATE**

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**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  
Tri-County Community Action Program, 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 financial statements of Tri-County Community Action Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of functional expenses, and cash flows for the years then ended, the related notes to the financial statements, and the related statement of activities for the year ended June 30, 2024 and have issued our report thereon dated November 13, 2024.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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*

North Conway, New Hampshire  
November 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  
Tri-County Community Action Program, Inc.

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

***Opinion on Each Major Federal Program***

We have audited Tri-County Community Action Program, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program, Inc.'s major federal programs for the year ended June 30, 2024. Tri-County Community Action Program, 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, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

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

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

*Leone McDonnell & Roberts  
Professional Association*

North Conway, New Hampshire  
November 13, 2024

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2024**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the 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*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. 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 during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Department of Health & Human Services, Low Income Home Energy Assistance Program – ALN 93.568
  - U.S. Department of the Energy, Weatherization Assistance for Low Income Persons – ALN 81.042
  - U.S. Department of Health & Human Services, Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises – ALN 93.391
  - NON- Federal, Public Utilities, Electrical Assistance Program
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

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

None



# TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

*Helping People. Changing Lives.*

## Board of Directors

FY2025

### Coos County

Board Chair  
Sandy Alonzo  
Business

Interim Secretary  
Brian Hoffman  
Business

Brian Bresnahan  
Low Income

### Carroll County

Melissa Mullen

Business

Treasurer  
John Bolton  
Low Income

### Grafton County

Linda Massimilla  
Elected Official

Vice Chair  
Ruth Heintz  
Business-Attorney

Jared Sullivan  
Elected Official

**Tri-County Community Action Program, Inc.**

**Key Personnel BIL**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% of Salary Paid by contract</b>	<b>Amount paid by contract</b>
Jeanne Robillard	CEO	\$132,000	N/A	N/A
Randall Pilotte	CFO	\$90,000	N/A	N/A
Brenda Gagne	Interim CPO	\$77,080	N/A	N/A
Jerry Milliken	Department Head	\$65,600	25%	\$16,400
Dennis Downs	Program Director	\$52,000	50%	\$25,000

# Jeanne L. Robillard

---

## CORE STRENGTHS

Program development, management and administration • Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management • Budget performance and financial reporting  
Innovative solutions & problem solving • Capacity building  
Professional presentations • Public speaking  
Dedication • Imagination • Determination • Fortitude

---

## PROFESSIONAL EXPERIENCE

**Tri-County Community Action Programs, Inc.**  
**Chief Executive Officer**  
**Berlin, NH 2018 - current FT employment**

**Tri-County Community Action Programs, Inc.**  
**Chief Operating Officer**  
**Berlin, NH 2016 - 2018**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

**Tri-County Community Action Programs, Inc.**  
**Division Director: TCCAP Prevention Services**  
**Berlin, NH 2015- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

**Tri-County Community Action Programs, Inc.**  
**Program/Division Director: Support Center at Burch House**  
**Littleton, New Hampshire 2007- 2013**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

**Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**

**Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**

**Direct Services/Volunteer Coordinator: Support Center at Burch House**

**Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program**

**Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter**

**Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

---

**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**

Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DABC Program)**

**Southern Connecticut Community College, New Haven, CT**

---

**Additional Skills, Professional Leadership and Civic Affiliations**

- ♦ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ♦ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ♦ Chairman, Haverhill Area Family Violence Council 1998-2003
- ♦ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ♦ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ♦ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-2017*
- ♦ Bethlehem Planning Board 2010 - 2015
- ♦ Bethlehem Conservation Commission 2006 - *current*
- ♦ Granite United Way, North Country Cabinet Member 2011-2012
- ♦ TCCAP: Commendation- Division Director Award, 2011
- ♦ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ♦ Licensed Foster Parent, State of NH 2000-2006
- ♦ Small Business Owner : Aurora Energies 2015- *current*
- ♦ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ♦ Member, United States Figure Skating Association/International Skating Institute *current since 1993*

# RANDALL S. PILOTTE

---

## SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

## EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

### CFO (2017 – Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

### Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

### Accounting Manager (2015-2016)

### Sr. Accountant (2013-2014)

RANDALL PILOTTE RESUME:

**KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.)**, Londonderry, NH

03/1989-09/2010

**Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor (1994-1999)**

**Accountant (1989-1994)**

**NORTHERN TELECOM, INC.**, Concord, NH

05/1987-03/1989

**Associate Results Accountant (1988-1989)**

**Accounts Payable (1987-1988)**

**E D U C A T I O N**

**Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH**

**Brenda Gagne  
Chief Program Officer  
Tri County Community Action Program Inc.**

**Professional Summary:**

Successful oversight of the day to day aspects and operations of Tri County CAP's Transit, Guardianship and Energy Assistance Programs.

**Experience:**

**Tri County Community Action Program, Inc.**

**6/30/2020 - Present**

Department Head, Economic Supports

**6/5/2022 Chief Programs Officer**

**Tri County CAP, Inc.**

**Tri County Transit**

**31 Pleasant St.**

**Berlin NH 03570**

**5/2017 - 6/30/2020**

Director of Transportation

Responsibilities include;

Overseeing the operations and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.

**Tri-County CAP, Inc.**

**Tri County Transit**

**31 Pleasant St.**

**Berlin NH 03570**

**7/2004-5/2017**

Operations Manager

Responsibilities include;

\*Running the daily operations of a public transit and para transit service.

\*Facility Management.

\*Gathering statistics

\*Quarterly reporting to NHDOT and BEAS.

\*Preparing quarterly invoices to BEAS and NHDOT

\*Weekly employee scheduling, staff management.

\*Creating procedure manuals

\*Grant writing

\*Budget preparation

\*Writing Warrant Articles

\*Drug & Alcohol Testing

\*Emergency Preparedness

**Mountain Village Construction**

**P.O. Box 96**

**Milan, N.H. 03588**

**5/1995 - 1/2004**

Accounts Manager/Office Manager

Responsibilities included;

\*Customer service.

\*Accounting using Quick Books Pro.

- \*Preparing payroll and Tax Payments.
- \*Preparing Customer Statements and Invoices.
- \*Accounts Receivable and Accounts Payable.
- \*Creating and running Profit and Loss Reports.
- \*Data Entry.
- \*Phone communications and general secretarial duties.

**Milan Parks and Recreation Dept.**

**P.O. Box 300**

**Milan, N.H. 03588**

**6/1997 - 3/2002**

**Parks and Recreation Director**

**Responsibilities included;**

- \*Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
- \*Development of new programs and year round activities.
- \*Producing yearly budgets.
- \*Equipment and materials purchasing.
- \*Organizing and supervising a large Volunteer staff.
- \*Working with the public to create new programs.
- \*Coordinating with the Milan Village School on athletic and after school programs.
- \*Applying for Federal and State Grants.

**Education:**

- Graduate Gorham High School  
Gorham NH
- Granite State College  
Emergency Management
- Southern New Hampshire University  
Bachelor of Business Administration

**NHDOT Courses**

Fundamentals of Successful Project Management, MTAP/RTAP Financial Management Course  
 Basics of Facilities Management Seminar (Facility Maintenance Plan), Transit Security Workshop  
 FTA Drug & Alcohol Workshop, Emergency Planning and Disaster Management, NH Conference on Statewide  
 Emergency Preparedness, Procurement for Small and Medium Transit Systems.

**Certified Training and Safety Reviewer**  
 Community Transportation Association of America  
 June 2009

**Certified Safety and Security Officer**  
 Community Transportation Association of America  
 10/2010

**Tri State Transit Conference**  
 9/2007, 10/2008, 10/2010, 9/2011, 9/2013, 9/2014, 9/2016, 9/2017

**Grant Writing Workshop**  
 New Hampshire Community Technical College  
 Berlin NH 10/2005

**Gerald F. Milliken, Jr.**

**Executive Summary:**

Enthusiastic, dedicated and hardworking professional, offering over 20 years of broad-based experience in Project Direction, policy and procedural development, training & development, budget administration and business operations within fast-paced environment.

**Experience:**

**Tri-County Community Action Program, Inc.  
Department Head: Weatherization & Facilities Operations**

Berlin, NH  
7-1-2020 to present

Design and Operational guidance of Weatherization Programs and the Agencies Facilities Department. Observe, analyze, and offer suggestions on current operations.  
Establishing professional relationships with clients, staff, and other stakeholders.  
Maintaining relationships with clients and finding creative ways to expand the programs effectiveness.

**Tri-County Community Action Program, Inc.  
Program Manager/ Director: Weatherization & Employment Programs**

Berlin, NH  
4-1-13 to 6-31-2020

Provide leadership and oversight to program's operations, budgets and reporting; -  
Coordinate and integrate programs' activities.  
Hire, supervise and manage staff, including in-house and itinerant employees.  
Prepare grants and proposals.  
Develop, prepare and implement program budgets, narratives.  
Review and reconcile program financial reports for reimbursement.  
Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability  
Develop new programs and funding streams as appropriate.

**Tri-County Community Action Program, Inc.  
Crew Chief/ State Certified Energy Auditor Berlin, NH 5-1-05 to 4-1-15**

**Northern Express Eatery, Inc. North Conway, NH**  
**President / General Manager 11-1-2002 to 6-15-2005**  
Estimated food and beverage costs, requisitioning and purchasing supplies  
Assisted subordinates in identifying and resolving problems.  
Conferred with food preparation and other personnel to plan menus and related activities.  
Directed hiring and assignment of personnel.  
Investigated and resolved food quality and service complaints.  
Maintained all records and produced reports.  
Executed daily operations of restaurant management.

**Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ**  
**Project Manager 6-15-2000 to 10-30-2002**  
Applied knowledge of the construction trade in the daily operation of duties.  
Reviewed project proposals to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements and allotment of available resources to various phases of projects.

**ISO Enterprises, Inc. Lake Havasu City, AZ**  
**President / General Manager 6-1-1994 to 5-15-2000**  
Purchased ARTISAN ELECTRIC, INC. and changed the name.  
Contracted to perform specified construction work across the state of Arizona in accordance with architect's plans, blueprints, codes and other specifications.  
Estimated costs of materials, labor and use of equipment required to fulfill provisions of contract and prepared bids.  
Conferred with clients to negotiate terms of contract.  
Assisted subordinates in identifying and resolving problems.  
Demonstrated effective presentation skills.

**Education:**

NHTI  
Associates Degree in Electronic Technology  
Theory

Concord  
1985

LRCC  
Electrical Systems Installation & Maintenance,  
Required for Journeymen electrical testing and State  
Licenses.

Laconia  
1988

**Additional Training:**

8 CUE training course for Grant writing for non- profits. To enhance my position on the board of at Children Unlimited, Inc.  
Successfully completed GE's prestigious "SIX SIGMA" management course in 2001  
While Employed with  
Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ.  
Successfully completed training courses and seminars for lead safe work practices,  
asbestos awareness, OSHA 30, CPR, electrical code updates.  
Successfully completed Business management classes in AZ  
During the 1995-2001.  
Successfully completed training and testing to be a NH State certified Energy Auditor  
in 2006.

**Community:**

Board member Children Unlimited, Inc., Conway NH "Non- Profit"  
Board member Berlin Revitalization Committee. Berlin NH "Non- Profit"  
Past member of the advisory board and co-designer for the Myotonic Dystrophy  
Foundations first website.  
Previous owner and webmaster for the Myotonic Dystrophy information website.

**License:**

Held an Electrical Journeyman license NH  
Held an Electrical Contractor License AZ

**References:** Available upon request.

---

# DENNIS DOWNS

---

---



---

## PROFESSIONAL SUMMARY

---

Skilled Manager, Quality Control Inspector, & Energy Auditor with over 30 years of experience in the Energy Conservation industry.

- Self-motivated
- Strong verbal communication
- Mechanically Inclined
- Accustomed to working in all weather conditions
- Eager to learn new skills
- Goal oriented, fast learner
- Make safety a priority.
- Committed to making the client happy
- Project Management Skills

---

## WORK HISTORY

---

**Weatherization Program Director- 7/8/2024 to Current**  
Tri-County CAP – 30 Exchange St Berlin NH 03570

**Weatherization Production Supervisor, 04/2019 to 7/8/2024**  
Tri-County CAP – 30 Exchange St Berlin NH 03570

**Weatherization Energy Auditor, 09/1993 to 04/2019**  
Tri-County CAP – 30 Exchange St Berlin NH 03570

## EDUCATION

Associate of Applied Science: Electrical Construction, 1992  
NH Vocational Technical College – Prescott Hill, Laconia, NH 03246

## CERTIFICATIONS

- BPI Quality Control Inspector
- Lead Safe Renovator
- OSHA 30
- BPI Energy Auditor
- CPR/First Aid
- Valid Drivers License

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr.



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

51

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

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 Tri-County Community Action Program, Inc. (TCCAP), Berlin, NH, Vendor #177195, by increasing their allowable Average Cost Per Dwelling Unit (ACPU) from \$8,009 to \$8,445, increasing their allowable percentage of Health and Safety (H&S) funding from 8% to 15%, and adding 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 #056. There is no funding change to this contract. **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 providing a range of services to clients eligible for WAP, and their historical performance delivering the weatherization program.

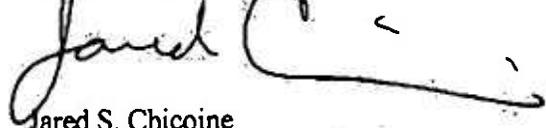
The Department is responsible for administering New Hampshire's statewide Weatherization Assistance Program (WAP). The objective of the program is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with children, 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 and clarify policy requirements. These outcomes will support TCCAP efforts to increase the number of homes receiving full weatherization services effectively and efficiently in the program years that began on July 1, 2022, and expires June 30, 2027.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 25, 2024  
Page 2 of 2

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a long, sweeping horizontal stroke extending to the right.

Jared S. Chicoine  
Commissioner

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

AMENDMENT # 1

This Amendment is between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 South Fruit Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Tri-County Community Action Program, Inc., 30 Exchange Street, Berlin, Coos County, NH 03570 (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 #56, the Contractor has agreed to provide certain services, per the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums as specified therein.

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

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

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

1. Amendment and Modification of Contract. The Contract is amended and modified as follows:
  - A) Exhibit A, incorporating documents as legally binding contract requirements: Amend #1 by adding: "and the documents referenced above." to the last sentence of #1.
  - B) Exhibit B, Contractor Production: Amend #5 by deleting the current sum of \$8,000 and inserting in place thereof the sum of \$8,445.
  - C) 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.
  - D) Exhibit C, Payment Terms, Contractor WAP BIL Grant Allocation: Amend paragraph #1, to reflect changes in grant funding available to Tri-County Community Action Program:

1. Amend by deleting the current sum of \$21,260 and inserting in place thereof the sum of \$208,284; and
2. Amend by deleting the current sum of \$2,582,295 and inserting in place thereof the sum of \$2,395,271.

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.

**Tri-County Community Action Program**

By: Randall Pilotte Date: 8/26/24  
 Randall Pilotte, Chief Financial Officer

**STATE OF NEW HAMPSHIRE  
 Department of Energy**

[Signature] Date: 8/26/24  
 Jared S. Chicoine, Commissioner

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

[Signature] Date: 9/5/2024  
 Print Name and Title :

**Approval by the Governor and Executive Council**

G&C Meeting Date: SEP 25 2024 G&C Item #: 5 F

# 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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 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: 63020

Certificate Number: 0006652662



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. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Sandy Alonzo, 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 Tri-County Community Action Program, 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 May 17th, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

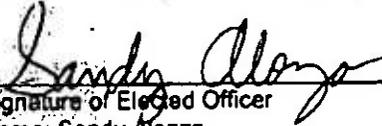
**VOTED:** That Jeanne Robillard, Randall Pilotte, Brenda Gagne (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, 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 remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/21/24

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Sandy Alonzo  
Title:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2024

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

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

PRODUCER Cross Insurance-Manchester 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Lindsey Goodrich	PHONE (AC, No, Ext): (603) 669-3218	FAX (AC, No): (603) 645-4331
	E-MAIL ADDRESS: manch.certs@crossagency.com		
INSURED  Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570	INSURER(S) AFFORDING COVERAGE		NAC #
	INSURER A: Philadelphia Indemnity Ins Co		18058
	INSURER B: Granite State Health Care and Human Services Self-		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 24-25 All Lines 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	ADDITIONAL INSURED		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WYD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:			PHPK2571941	07/01/2024	07/01/2025	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	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Professional Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2571943	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB870544	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20240000575 (3a.) NH	01/01/2024	01/01/2025	<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)  
Refer to policy for exclusionary endorsements and special provisions.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

28

COMMISSIONER  
Jared S. Chioine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



56

TDD Access: Relay NH  
1-800-735-2984  
Tel. (603) 271-3870  
FAX No. 271-1528  
Website:  
www.energy.nh.gov

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

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 Tri-County Community Action Program, Inc. (VC #177195), Berlin, NH, in the amount of \$3,234,749 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>
\$591,675	\$591,675	\$683,800	\$683,800	\$683,799	\$3,234,749

2) Further request authorization to advance Tri-County Community Action Program, Inc. \$118,083 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

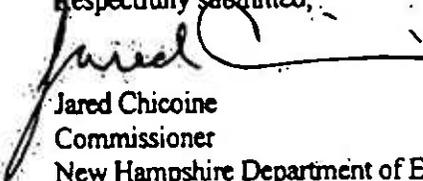
services to clients eligible for WAP, and their historical performance delivering the weatherization program.

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

July 1, 2022  
TNVEUXNKAF57

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

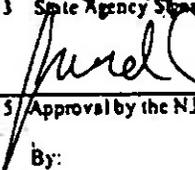
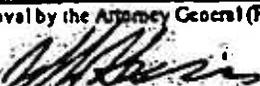
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Energy		<b>1.2 State Agency Address</b> 21 South Fruit Street, Suite 10 Concord, New Hampshire 03301	
<b>1.3 Contractor Name</b> Tri-County Community Action Program, Inc.		<b>1.4 Contractor Address</b> 30 Exchange Street Berlin, NH 03570	
<b>1.5 Contractor Phone Number</b> (603) 752-7001	<b>1.6 Account Number</b> 02-52-52-520010- XXXX0000-074-500587	<b>1.7 Completion Date</b> June 30, 2027	<b>1.8 Price Limitation</b> \$3,234,749
<b>1.9 Contracting Officer for State Agency</b> Kirk Stone, Weatherization Program Manager		<b>1.10 State Agency Telephone Number</b> (603) 271-3670	
<b>1.11 Contractor Signature</b>  Date: 11/3/22		<b>1.12 Name and Title of Contractor Signatory</b> Jeanne Robillard, Executive Director	
<b>1.13 State Agency Signature</b>  Date: 11/7/22		<b>1.14 Name and Title of State Agency Signatory</b> Jared Chicoine, Commissioner New Hampshire Department of Energy	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/6/2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Award # DE-EE00100001  
CFDA #81.042

Contractor Initials

  
Date 11/3/22

July 1, 2022

TNVEUXNKAF57

**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 amount 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 of 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.

**8. EVENT OF DEFAULT/REMEDIES.**

July 1, 2022

TNVEUXNKAF57

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, formulas, 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 a substantial part 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 damage, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the 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

July 1, 2022

TNVEUXNKAF57

contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

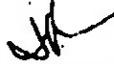
July 1, 2022  
TNVEUXNKAF57

THIS PAGE INTENTIONALLY LEFT BLANK

Award # DE-EE00100001  
CFDA #81.042

Page 5 of 5

Contractor Initials

  
Date 4/3/22

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT A

SPECIAL PROVISIONS

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

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

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

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

Exhibit B  
Page 1 of 3  
Initials *JK* Date 11/3/22  
Award # DE-EE00100001, CFDA #81.042

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

- 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, Tri-County Community Action Program, Inc. up to the total sum of:

\$3,234,749.00  
\$289,946.00  
\$341,248.00  
\$21,260.00  
\$2,582,295.00

(which hereinafter is referred to as the "Contracted Amount"), of which  
may be expended for Administration,  
may be expended for Training & Technical Assistance,  
may be expended for Health & Safety measures,  
(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 GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

Exhibits D thru H  
Page 1 of 7  
Initials JK Date 11/3/02  
Award # DE-EE00100001, CFDA #81.042

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

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

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

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

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

2 Industrial Park Drive  
Concord, NH 03301

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

Tri-County Community Action Program, Inc.  
Contractor Name

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

Jeanne Robillard, Chief Executive Officer  
Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

11/3/22  
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.

Declassified by:

Jeanne Robillard

Jeanne Robillard, Chief Executive Officer

Contractor Representative Signature

Contractor's Representative Title

Tri-County Community Action Program, Inc.

11/3/2022

Contractor Name

Date

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

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

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

*Instructions for Certification*

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

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

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

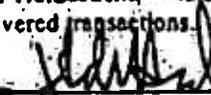
- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 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

  
Contractor Representative Signature

Jeanne Robillard, Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

11/3/02  
Date

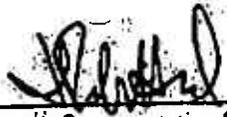
**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**STANDARD EXHIBIT G**

**CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

  
Contractor Representative Signature

Jeanne Robillard, Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

11/3/22  
Date

Exhibits D thru H  
Page 6 of 7  
Initials  Date 11/3/22  
Award # DE-EE00100001, CFDA #81.042

NEW HAMPSHIRE DEPARTMENT OF ENERGY

STANDARD EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

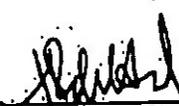
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, 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.

  
Contractor Representative Signature

Jeanne Robillard, Chief Executive Officer

Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

11/3/02

Date

Exhibits D thru H

Page 7 of 7

Initials JK

Date 11/3/02

Award # DE-EE00100001, CFDA #81.042

## 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.

Tri-County Community Action Program, 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.

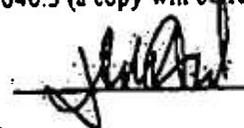
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment 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).

Jeanne Robillard, CEO

Signature



Date

11/3/22

Tri-County Community Action Program, Inc.  
30 Exchange Street  
Berlin, NH 03570

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.

Jeanne Robillard, CEO

  
(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Tri-County County Community Action Program, Inc.

(Contractor Name)

11/3/22  
(Date)

Exhibit 1  
Page 1 of 2  
Initials  Date 11/3/22  
Award # DE-EE00100001, CFDA #81.042

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: F44KSNJDJMW

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: _____



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:

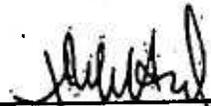
1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); 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 NHDOE 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.

  
 \_\_\_\_\_  
 Contractor Representative Signature

\_\_\_\_\_  
 Chief Executive Officer  
 Contractor's Representative Title

\_\_\_\_\_  
 Tri-County Community Action Program, Inc.  
 Contractor Name

\_\_\_\_\_  
 11/3/22  
 Date



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).

Award # DE-EE00100001  
CFDA #81.042

Contractor Initials: ML Exhibit L Page 2 of 3  
Date: 11/3/22

  
Contractor Representative Signature

Jeanne Robillard, CEO  
Contractor's Representative Title

Tri-County Community Action Program, Inc.  
Contractor Name

11/3/22  
Date

Award # DE-EE00100001  
CFDA #81.042

Contractor Initials:  Exhibit L Page 3 of 3  
Date: 11/3/22

**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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1963. 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: 63020

Certificate Number: 0005774957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of May A.D. 2022.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Board Chair of Tri-County Community Action Program, 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 May 21st, 2022 at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Jeanne Robillard, CEO and or Randall Pilotte, CFO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, 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 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: 10/31/2022

Sandy Alonzo  
Signature of Elected Officer  
Name: Sandy Alonzo  
Title: Board Chair



CHRISTINA MORIN, Notary Public  
State of New Hampshire  
My Commission Expires December 19, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2022

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

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

PRODUCER FLACross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andra Nicklin PHONE: (603) 659-3218 FAX: (603) 645-4331 EMAIL: manch.cents@crossagency.com
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER (S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:	PHPK2433324	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED	\$ 100,000
				PROFESSIONAL LIABILITY	\$ 5,000
				MED EXP (Any one person)	\$ 1,000,000
				PERSONAL & ADV INJURY	\$ 3,000,000
				GENERAL AGGREGATE	\$ 3,000,000
				PRODUCTS - COMP/OP AGG	\$ 1,000,000
				Professional Liability	\$ 1,000,000
				COMBINED SINGLE LIMIT (All Accidents)	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
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	PHPK2433331	07/01/2022	07/01/2023		
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEP. <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB821555	07/01/2022	07/01/2023	EACH OCCURRENCE	\$ 2,000,000
				AGGREGATE	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS HERE	HCHS20220000050 (3a) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
				ILL. EACH ACCIDENT	\$ 1,000,000
				ILL. DISEASE - EA EMPLOYEE	\$ 1,000,000
				ILL. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER NH Department of Energy 21 South Fruit St., Ste. 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jalitha Longo</i>
---	---

*Financial Statements*

---

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020  
AND  
INDEPENDENT AUDITORS' REPORTS**

---

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
Consolidated Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Functional Expenses	5 - 6
Statements of Cash Flows	7
Notes to Financial Statements	8 - 30
Supplementary Information:	
Schedule of Expenditures of Federal Awards and Non-Federal Awards	31 - 33
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	34 - 35
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	36 - 37
Schedule of Findings and Questioned Costs	38

---

To the Board of Directors of  
Tri-County Community Action Program, Inc. and Affiliate  
Berlin, New Hampshire

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

## INDEPENDENT AUDITORS' REPORT

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021 and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Other 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 (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the 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 information 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 October 28, 2020, on our consideration of Tri-County Community Action Program, 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 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts  
Professional Association*

November 19, 2021  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2021 AND 2020

	<u>ASSETS</u>	
	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 3,237,032	\$ 2,257,081
Restricted cash, Guardianship Services Program	1,317,839	796,937
Accounts receivable	1,617,249	1,322,852
Property held for sale		47,000
Pledges receivable	216,423	307,017
Inventories	52,985	102,430
Prepaid expenses	<u>53,594</u>	<u>77,882</u>
Total current assets	<u>6,495,122</u>	<u>4,911,199</u>
<b>PROPERTY</b>		
Property and equipment	12,917,935	12,344,805
Less accumulated depreciation	<u>(5,850,185)</u>	<u>(5,601,944)</u>
Property, net	<u>7,067,750</u>	<u>6,742,861</u>
<b>OTHER ASSETS</b>		
Restricted cash	<u>439,822</u>	<u>384,711</u>
<b>TOTAL ASSETS</b>	<u>\$ 14,002,694</u>	<u>\$ 12,038,771</u>
	<u>LIABILITIES AND NET ASSETS</u>	
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 129,155	\$ 437,843
Current portion of capital lease obligations		3,554
Accounts payable	4,303	180,427
Accrued compensated absences	233,907	243,779
Accrued salaries	383,435	49,059
Accrued expenses	266,595	137,304
Refundable advances	324,140	181,463
Other liabilities	<u>1,400,645</u>	<u>850,982</u>
Total current liabilities	<u>2,742,180</u>	<u>2,084,411</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	<u>4,577,505</u>	<u>4,792,557</u>
Total liabilities	<u>7,319,685</u>	<u>6,876,968</u>
<b>NET ASSETS</b>		
Without donor restrictions	6,199,624	4,565,253
With donor restrictions	<u>483,385</u>	<u>598,550</u>
Total net assets	<u>6,683,009</u>	<u>5,161,803</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 14,002,694</u>	<u>\$ 12,038,771</u>

See Notes to Consolidated Financial Statements

10-NORFOLK COUNTY ACTION PROGRAM, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FINANCIAL OPERATIONS  
FOR THE YEAR ENDED APRIL 30, 2011

	Accounted	Localities	Nonprofits	Transportation	Parish	Western Chatham	Carroll County Local	Support Center	Maritime	Energy and Community Development	Other	Health Center	Local	General & Administrative	Residential	Total	
Direct Expenses																	
Payroll	48,822	1,286,419	646,204	437,492	23,728	14,266	728,717	111,229	48,418	1,028,476	81,121	24,684	6,221,276	697,889			6,991,223
Payroll taxes and benefits	114,886	428,624	441,578	88,827	14,266	6,222	27,423	22,222	124,222	282,222	128,121	12,222	1,648,422	171,222			1,771,222
Assistance to clients	21,222			72,222					21,222	1,222,222			1,222,222				1,222,222
Operational supplies	15,222	274,222	6,222	12,222	2,722	12	41,222	1,222	12,222	48,222	22,222	1,222	1,122,222	12,222			1,122,222
State costs and meals	4,222	124,222	4,222	12,222	4,222	4,222	42	1,222	12,222	14,222	12,222	1,222	48,222	12,222			68,222
Depreciation expense	12,222			12,222			42,222			12,222			12,222				68,222
Travel expenses		12,222					22,222						12,222				34,222
Construction and construction		12,222											12,222				24,222
Utilities	12,222	12,222	22,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Telnet and meetings	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Other direct program costs	22,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Phone and administrative	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Building and grounds maintenance	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Interest expense	12,222												12,222				24,222
Vehicle expense	12,222												12,222				24,222
Insurance	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Leasehold improvements of equipment and equip	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
Fixed fee	12,222												12,222				24,222
<b>Total Direct Expenses</b>	<b>1,212,222</b>	<b>2,222,222</b>	<b>722,222</b>	<b>522,222</b>	<b>62,222</b>	<b>42,222</b>	<b>822,222</b>	<b>122,222</b>	<b>122,222</b>	<b>1,222,222</b>	<b>122,222</b>	<b>12,222</b>	<b>7,222,222</b>	<b>1,222,222</b>			<b>8,222,222</b>
Indirect Expenses																	
Indirect costs	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222	12,222			122,222
<b>Total Direct &amp; Indirect Expenses</b>	<b>1,224,222</b>	<b>2,234,222</b>	<b>734,222</b>	<b>534,222</b>	<b>74,222</b>	<b>54,222</b>	<b>834,222</b>	<b>134,222</b>	<b>134,222</b>	<b>1,234,222</b>	<b>134,222</b>	<b>24,222</b>	<b>7,344,222</b>	<b>1,234,222</b>			<b>8,344,222</b>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**  
**CONSOLIDATED STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2021**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
<b>REVENUES AND OTHER SUPPORT</b>				
Grants and contracts	\$ 18,296,354	\$ 415,058	\$ 18,711,410	\$ 14,809,313
Program funding	1,177,937	-	1,177,937	1,084,133
Utility programs	2,659,293	-	2,659,293	1,923,633
In-kind contributions	384,580	-	384,580	455,828
Contributions	462,340	-	462,340	326,215
Fundraising	1,802	-	1,802	32,544
Rental income	684,169	-	684,169	635,559
Interest income	888	-	888	923
(Loss) gain on disposal of property	(27,288)	-	(27,288)	257,717
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	13,364	-	13,364	4,378
	<u>23,633,439</u>	<u>415,058</u>	<u>24,048,495</u>	<u>19,374,770</u>
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>528,221</u>	<u>(528,221)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>24,161,660</u>	<u>(113,165)</u>	<u>24,048,495</u>	<u>19,374,770</u>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	1,017,860	-	1,017,860	1,047,358
Head Start	2,658,419	-	2,658,419	2,789,065
Guardianship	760,053	-	760,053	789,597
Transportation	870,078	-	870,078	991,504
Volunteer	96,817	-	96,817	94,845
Workforce Development	40,175	-	40,175	346,114
Carroll County Dental	669,641	-	669,641	653,810
Support Center	358,359	-	358,359	558,244
Homeless	4,760,909	-	4,760,909	800,148
Energy and Community Development	8,541,527	-	8,541,527	7,824,201
Elder	1,192,453	-	1,192,453	1,149,136
Housing Services	192,010	-	192,010	220,900
	<u>21,354,301</u>	<u>-</u>	<u>21,354,301</u>	<u>17,224,920</u>
Total program services				
Supporting Activities:				
General and administrative	1,172,988	-	1,172,988	1,062,813
Fundraising	-	-	-	2,880
	<u>1,172,988</u>	<u>-</u>	<u>1,172,988</u>	<u>1,065,493</u>
Total supporting activities				
Total functional expenses	<u>22,527,289</u>	<u>-</u>	<u>22,527,289</u>	<u>18,290,413</u>
<b>CHANGE IN NET ASSETS</b>	1,634,371	(113,165)	1,521,206	1,084,357
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>4,565,253</u>	<u>596,550</u>	<u>5,161,803</u>	<u>4,077,448</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 6,199,624</u>	<u>\$ 483,385</u>	<u>\$ 6,683,009</u>	<u>\$ 5,161,806</u>

See Notes to Consolidated Financial Statements

WILSON COUNTY COMMUNITY DEVELOPMENT PROGRAM, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED APRIL 30, 1978

	Appalachian	Central	Southwest	Development	Volunteer	Workforce	Central County	Support	Director	Energy and	Other	Marketing	Total	General &	Construction	Other
Direct Expenses																
Payroll	228,943	1,737,340	228,883	488,875	29,228	188,887	273,488	287,274	274,228	1,741,778	428,173	17,228	6,482,274	946,427	0	0
Payroll taxes and benefits	71,844	533,287	128,228	28,228	18,881	88,888	8,228	78,227	87,228	228,228	118,173	0	1,471,824	188,228	0	0
Assistance to clients	88,228	73	0	0	0	0	0	0	0	0	0	0	8,228	0	0	0
Construction supplies	23,174	87,428	1,228	8,228	2,228	2,113	34,228	4,788	8,228	228,228	22,228	88	872,824	18,788	0	0
Supplies, stationery and printing	7,487	88,228	48,228	12,228	4,121	42,788	0	8,228	12,228	128,173	12,228	0	228,173	78,228	0	0
Depreciation expenses	188,228	41,228	0	0	0	0	0	12,228	1,228	28,228	0	0	428,228	2,228	0	0
Interest expended	0	77,228	0	0	0	0	0	27,228	27,173	0	11,228	0	428,228	0	0	0
Consultants and contractors	2,228	8,173	1,888	0	0	188,228	0	18,228	0	22	12,228	0	228,228	12,748	0	0
Utilities	13,178	24,788	18,228	18,128	1,228	8,228	18,228	4,228	14,748	42,818	22,828	22,228	372,181	8,228	0	0
Traavel and meetings	387	88,228	28,228	24,228	28	8,228	1,228	4,228	14,748	22,173	28,228	22	214,228	18,228	0	0
Other direct program costs	48,228	22,228	1,228	17,228	2,228	228	0	0	8,228	28,228	48,228	18,228	284,128	4,228	0	0
Facilities and administrative	18,228	22,228	18,228	0	1,888	228	0	8,228	2,228	28,228	1,228	0	128,228	78,228	0	0
Building and grounds maintenance	87,228	77,228	18	1,228	0	0	0	8,228	4,228	72	2,228	18,228	188,228	0	0	0
Interest expenses	188,228	228	228	0	0	0	0	78,228	82	1,228	0	0	128,228	22	0	0
Vehicle expenses	8,228	0	0	88,228	0	0	0	0	0	78,228	0	0	88,178	0	0	0
Freight	47,228	7,228	88	2,173	1,228	0	0	2,788	1,228	8,228	0	2,228	77,228	21,228	0	0
Maintenance of equipment and rental	8,728	81,228	8,773	1,888	22	0	0	2,228	1,228	18,778	12,228	28,128	128,173	8,121	0	0
Food item	1,228	0	0	0	0	0	0	1,228	1,228	0	0	0	2,228	0	0	0
<b>Total Direct Expenses</b>	<b>1,947,228</b>	<b>2,782,228</b>	<b>782,228</b>	<b>821,228</b>	<b>54,228</b>	<b>288,114</b>	<b>828,128</b>	<b>828,228</b>	<b>828,128</b>	<b>7,824,228</b>	<b>1,148,128</b>	<b>128,228</b>	<b>17,224,228</b>	<b>1,882,128</b>	<b>0</b>	<b>2,228</b>
Indirect Expenses																
Interest costs	22,228	22,228	22,228	22,228	2,228	22,228	22,228	48,228	22,228	22,228	12,228	0	1,228,228	1,882,228	0	0
<b>Total Direct &amp; Indirect Expenses</b>	<b>2,012,228</b>	<b>2,828,228</b>	<b>828,228</b>	<b>888,228</b>	<b>56,228</b>	<b>312,228</b>	<b>850,228</b>	<b>876,228</b>	<b>850,228</b>	<b>7,846,228</b>	<b>1,160,228</b>	<b>128,228</b>	<b>18,452,228</b>	<b>1,882,228</b>	<b>0</b>	<b>2,228</b>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 1,521,208	\$ 1,084,357
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	450,040	436,197
Loss (gain) on disposal of property	27,288	(2,225)
(Increase) decrease in assets:		
Accounts receivable	(294,397)	(48,769)
Pledges receivable	90,594	(75,856)
Inventories	48,445	(16,544)
Prepaid expenses	24,288	(43,845)
Increase (decrease) in liabilities:		
Accounts payable	(176,124)	(41,144)
Accrued compensated absences	(9,872)	39,700
Accrued salaries	334,376	(161,893)
Accrued expenses	129,291	47,760
Refundable advances	142,677	(15,694)
Other liabilities	549,663	252,787
	<u>2,830,475</u>	<u>1,454,851</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	25,000	4,495
Purchases of property and equipment	(780,217)	(273,711)
	<u>(755,217)</u>	<u>(269,216)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment on long-term debt	(523,740)	(145,884)
Repayment on capital lease obligations	(3,554)	(4,671)
	<u>(527,294)</u>	<u>(150,555)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	1,555,964	1,035,080
<b>CASH AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>3,438,729</u>	<u>2,403,649</u>
<b>CASH AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 4,994,693</u>	<u>\$ 3,438,729</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 135,843</u>	<u>\$ 131,879</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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

**Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

**Nature of activities**

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

**Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

#### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

#### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

#### **Volunteer**

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 28,000 hours yearly.

#### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

#### **Carroll County Dental**

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

#### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

**Low-Income Weatherization**

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

**Elder**

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

**Housing Services**

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program 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 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

**Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

**Basis of presentation**

The 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:

**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.

The Organization has net assets with donor restrictions of \$483,385 and \$596,550 at June 30, 2021 and 2020, respectively. See Note 13.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**Contributions**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as 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 statement of activities as net assets released from restrictions.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

**Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

**Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$324,140 and \$181,463 as of June 30, 2021 and 2020, respectively.

**Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**Retirement plan**

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2021 and 2020, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

**Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

**Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

#### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2021 and 2020.

As of June 30, 2021 and 2020, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$216,423 and \$307,017, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

#### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

## **TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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 proposal, effective for the fiscal year beginning July 1, 2020, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, which is allowable because it is less than the provisional rate.

#### **Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2021 and 2020 was \$28,130 and \$25,483, respectively.

#### **Debt Issuance Costs**

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "Simplifying the Presentation of Debt Issuance Costs." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2021 and 2020.

#### **Revenue Recognition Policy**

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

#### **New Accounting Pronouncement**

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**Other Matters**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

**NOTE 2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year-end:		
Cash and cash equivalents, undesignated	\$ 3,237,032	\$ 2,257,081
Accounts receivable	1,617,249	1,322,852
Pledges receivable	<u>216,423</u>	<u>307,017</u>
Total financial assets	<u>5,070,704</u>	<u>3,886,950</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	483,385	596,550
Less net assets with time restrictions to be met in less than a year	<u>(412,665)</u>	<u>(410,015)</u>
Amounts not available within one year	<u>70,720</u>	<u>186,535</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 4,999,984</u>	<u>\$ 3,700,415</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,569,000 and \$2,860,000 at June 30, 2021 and 2020, respectively.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 3. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2021</u>	<u>2020</u>
Cash, operations	\$ 3,237,032	\$ 2,257,081
Restricted cash, current	1,317,839	796,937
Restricted cash, long term	<u>439,822</u>	<u>384,711</u>
Total cash and restricted cash	<u>\$ 4,994,693</u>	<u>\$ 3,438,729</u>

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note 7. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was \$20,059 and \$20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in Note 7). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was \$174,755 and \$174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was \$245,008 and \$190,045, respectively. See Note 15.

**NOTE 4. INVENTORY**

In 2021 and 2020, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2021 and 2020 consists of weatherization materials, totaling \$52,985 and \$102,430, respectively.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2021:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,931,953	\$ 4,233,084	\$ 5,698,869
Equipment	2,394,489	1,617,101	777,388
Construction in progress	172,653	-	172,653
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<u>\$12,917,935</u>	<u>\$ 5,850,185</u>	<u>\$ 7,067,750</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Property consists of the following at June 30, 2020:

	<b>Capitalized Cost</b>	<b>Accumulated Depreciation</b>	<b>Net Book Value</b>
Building	\$ 9,810,288	\$ 3,753,302	\$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction In progress	4,727	-	4,727
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<b><u>\$12,344,805</u></b>	<b><u>\$ 5,601,944</u></b>	<b><u>\$ 6,742,861</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals:

Depreciation expense for the years ended June 30, 2021 and 2020 totaled \$449,153 and \$435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to \$47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was \$255,492 in 2020.

**NOTE 6. ACCRUED EARNED TIME**

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$233,907 and \$243,779, respectively.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 96,062	\$ 110,824
Note payable with a bank requiring 120 monthly installments of \$2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	285,268	307,719
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016 and was paid off during the year ended June 30, 2021.		4,478
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.		4,228
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.		3,948
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.		705

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.		7,294
Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. This note was paid off during the year ended June 30, 2021.		387,227
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,467,774	2,547,308
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	4,716,704	5,241,331
Unamortized debt issuance costs	<u>(10,044)</u>	<u>(10,931)</u>
Total long term debt	4,706,660	5,230,400
Less current portion due within one year	<u>(129,155)</u>	<u>(437,843)</u>
	<u>\$ 4,577,505</u>	<u>\$ 4,792,557</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2022	\$ 129,155
2023	134,452
2024	139,961
2025	145,697
2026	151,677
Thereafter	<u>4,015,762</u>
	<u>\$ 4,716,704</u>

As described at Note 3, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

**NOTE 8. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, which expired in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, which expired in May 2021. The assets and liabilities under the capital leases were recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2021 and 2020, consisted of the following:

	<u>2021</u>	<u>2020</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.	\$ -	\$ 1,213

Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.

944

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease was secured by a copier and matured in May 2021.	<u>                    </u>	<u>1,397</u>
Less current portion	<u>                    </u>	<u>3,554</u> <u>(3,554)</u>
	<u>\$                    </u>	<u>\$                    </u>

**NOTE 9. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2021 and 2020. The line is subject to renewal each January.

**NOTE 10. OPERATING LEASES**

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled \$138,598 and \$181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2022	\$ 127,467
2023	65,722
2024	43,884
2025	43,884
2026	42,869
Thereafter	<u>3,512</u>
	<u>\$ 327,338</u>

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 11. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in Note 1. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 12. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2021 and 2020, approximately \$18,238,690 (76%) and \$14,380,020 (74%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

**NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Temporary Municipal Funding	\$ 216,423	\$ 307,017
FAP	174,056	102,998
Restricted Buildings	39,913	85,713
Loans – HSGP	24,403	22,029
FAP/EAP	16,330	24,350
RSVP Program Funds	5,887	5,887
Head Start	5,856	-
RSVP – Matter to Balance	500	500
10 Bricks Shelter Funds	17	-
DOE	-	46,287
Donations to Maple Fund	-	1,571
Loans – HHARLF	-	104
Coronavirus Response	-	94
	<hr/>	<hr/>
Total net assets with donor restrictions	<u>\$ 438,385</u>	<u>\$ 596,550</u>

**NOTE 14. COMMITMENTS AND CONTINGENCIES**

**Grant Compliance**

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**Loss Contingencies**

During the year ended June 30, 2018 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

**NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS**

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$181,723 and \$155,278 were held in a segregated account at June 30, 2021 and 2020, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$59,517 and \$31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling \$31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

**NOTE 16. RECLASSIFICATION**

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

**NOTE 17. 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. Non-recognized 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 November 19, 2021, the date the financial statements were available to be issued.

**TRICOUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED 03/31/2011**

FEDERAL GRANT/PROGRAM TITLE	FEDERAL -ALS	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Health and Human Services</b>				
<b>HEAD START CLUSTER</b>				
Head Start	\$3,820		94CH0220-05-00	1,211,297
Head Start	\$3,820		94CH011020-01-00	1,402,115
Head Start	\$3,820			61,844
CRSBA-Head Start				1,277,198
			<b>CLUSTER TOTAL</b>	<b>2,652,454</b>
Low-Income Home Energy Assistance	\$3,580	State of New Hampshire Office of Energy and Planning	C-2081494EA	171,615
Low-Income Home Energy Assistance	\$3,580	State of New Hampshire Office of Energy and Planning	Q-2181494EA	4,233,077
CV-Low-Income Home Energy Assistance	\$3,580	State of New Hampshire Office of Energy and Planning	2021494E03	167,258
Low-Income Home Energy Assistance	\$3,580	State of New Hampshire Office of Energy and Planning	C-2081494EA 1028420	(11,632)
Low-Income Home Energy Assistance	\$3,580	State of New Hampshire Office of Energy and Planning	Q-2181494EA 1028420	277,277
			<b>TOTAL</b>	<b>4,838,635</b>
<b>AGING CLUSTER</b>				
Special Programs for the Aging - Title II, Part B - Grants for Supportive Services and Senior Centers (SEAS)	\$3,044	State of New Hampshire Office of Energy and Planning	15A4872E03	6,488
Special Programs for the Aging - Title II, Part B - Grants for Supportive Services and Senior Centers (Sr. Meals)	\$3,044	State of New Hampshire Department of Health and Human Services	513-800352	81,221
			<b>TOTAL</b>	<b>87,709</b>
Special Programs for the Aging - Title II, Part C - Nutrition Services (Congregate & HD Meals)	\$3,044	State of New Hampshire Department of Health and Human Services	541-800388	308,127
CV-Special Programs for the Aging-Title II, Part C - Nutrition Services (Congregate & HD Meals)	\$3,044	State of New Hampshire Department of Health and Human Services		181,254
			<b>TOTAL</b>	<b>489,381</b>
Nutrition Services Incentive Program (NSIP)	\$3,803	State of New Hampshire Department of Health and Human Services		83,349
			<b>CLUSTER TOTAL</b>	<b>571,419</b>
Community Services Block Grant	\$3,989	State of New Hampshire Department of Health and Human Services	102-800771	478,843
CV - Community Services Block Grant	\$3,989	State of New Hampshire Department of Health and Human Services		178,428
			<b>TOTAL</b>	<b>657,271</b>
Temporary Assistance for Needy Families (TANF) Workforce Success	\$3,534	Southern New Hampshire Services, Inc.	10-0943-0999-CEP-05	36,127
Temporary Assistance for Needy Families (TANF)	\$3,534	State of New Hampshire Department of Health and Human Services	1802947A0F	21,292
			<b>TOTAL</b>	<b>57,419</b>
HIV Care Formula Grants (Ryan White Care Program)	\$3,917	State of New Hampshire Department of Health and Human Services	138-800371	3,379
Senior Services Block Grant (Title III HD)	\$1,887	State of New Hampshire Department of Health and Human Services	545-800387	184,828
Senior Services Block Grant (Title III HD)	\$1,887	State of New Hampshire Department of Health and Human Services	544-800387	82,943
Senior Services Block Grant (Chlorzoxiprone)	\$1,887	State of New Hampshire Department of Health and Human Services	102-800771	13,824
			<b>TOTAL</b>	<b>281,004</b>
Preventing Rape and Sexual Assault and Violence Prevention and Services/Discretionary	\$3,538 & \$3,803	State of New Hampshire Coalition against Domestic and Sexual Violence	SPRDV	13,376
Prostate Relief Fund	\$3,488			11,878
Projects for Assistance in Transition from Homelessness	\$3,180	State of New Hampshire Office of Human Services, Bureau of Homeless	03-05-13-42370-7228	23,371
Special Programs for the Aging-Title IV and Title II Discretionary Projects	\$3,848	University of New Hampshire		13,800
CV-Special Programs for the Aging-Title IV and Title II Discretionary Projects	\$3,848	University of New Hampshire		28,218
			<b>TOTAL</b>	<b>42,018</b>
<b>Total U.S. Department of Health and Human Services</b>				<b>10,776,023</b>

**TRANSPORTATION AND COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED APRIL 30, 2021**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL FNU	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXP. OBTAINED
<b>U.S. Department of Energy</b> Weatherization Assistance for Low-Income Patients	81,047	State of New Hampshire Governor's Office of Energy & Community Service	ER000703	\$ 777,884
Total U.S. Department of Energy				\$ 777,884
<b>U.S. Corporation for National and Community Service</b> National and Senior Volunteer Program	84,028		182PAA0201	\$ 77,158
Total U.S. Corporation for National and Community Service				\$ 77,158
<b>U.S. Department of Agriculture</b> Child and Adult Care Food Program FOOD DISTRIBUTION CLUSTER Emergency Food Assistance Program	16,588	State of New Hampshire Department of Education	NONE	\$ 128,800
	16,588	EMCAP	CLUSTER TOTAL	17,728
Total U.S. Department of Agriculture				\$ 158,628
<b>U.S. Department of Homeland Security</b> Emergency Food & Shelter Program (EFSPA) CV-Emergency Food & Shelter Program (EFMA)	87,824			\$ 5,888
	87,824			73,723
Total U.S. Department of Homeland Security				\$ 79,611
<b>U.S. Department of Justice</b> Crime Victim Assistance (VOCA)	16,876	State of New Hampshire Coalition against Domestic and Sexual Violence	VOCA	\$ 113,728
Small Business Services Finance Program (SASP)	16,817	State of New Hampshire Coalition against Domestic and Sexual Violence	8019-07-A3-0243	17,723
OVW Technical Assistance Inquiries	16,828	Orlani County Court	OVW-2016-13079	13,724
Total U.S. Department of Justice				\$ 143,723
<b>U.S. Department of Transportation</b> Formula Grants for Rural Areas (Section 5311)	25,809	State of New Hampshire Department of Transportation	704-16-ND48	\$ 374,220
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b> Enhanced Mobility of Seniors and Individuals with Disabilities	25,813	State of New Hampshire Department of Transportation	NH-05-ND28	8,727
			CLUSTER TOTAL	8,727
Total U.S. Department of Transportation				\$ 382,947
<b>U.S. Department of Health and Human Services</b> Emergency Solutions Grant Program CV-Emergency Solutions Grant Program	14,231	State of New Hampshire Department of Health and Human Services	105-200731	\$ 62,823
	14,231	State of NH Governor's Office for Emergency Relief & Recovery	TOTAL	16,824
				121,647
Continuum of Care Program (CCOP)	14,237	State of New Hampshire Department of Health and Human Services	105-200741	71,885
Continuum of Care Program (CCOP)	14,237	State of New Hampshire Department of Health and Human Services	03-010-0100-01-000001	120,823
Continuum of Care Program (CCOP)	14,237	State of New Hampshire Department of Health and Human Services	NONE	36,188
Continuum of Care Program (CCOP)	14,237	State of New Hampshire Department of Health and Human Services	105-200740	15,252
			TOTAL	253,628
Total U.S. Department of Health and Human Services				\$ 374,454

**TA-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2021**

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL AIN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor WAWWDA CLUSTER WAWWDA Adult Program	17.238	Southern New Hampshire Services, Inc.	2018-0004	\$ 16,670
Total U.S. Department of Labor			CLUSTER TOTAL	\$ 16,670
U.S. Department of the Treasury Coronavirus Relief Fund Coronavirus Relief Fund	21.019	Volunteer NH		\$ 24,201
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Housing Stabilization Fund		1,408,876
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Modification Program		8,503
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		35,180
			TOTAL	1,482,820
Emergency Rental Assistance Program	21.022	NH Housing Finance Authority		2,675,019
Total U.S. Department of the Treasury				\$ 4,119,826
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<b>\$ 16,527,895</b>
NON-FEDERAL				
New Hampshire Public Utilities Company - Electrical Assistance Program		BMCAP		\$ 277,228

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal awards (the Schedule) includes the federal award activity of TA-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2021. The information in the 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 Guidelines). Because the Schedule presents only a selected portion of the operations of TA-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE B - STATEMENT 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 Uniform Guidelines, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE C - DEFERRED RATE**

TA-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidelines.

**Leone,  
McDonnell  
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY

DOVER • CONCORD

STRATHAM

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**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  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

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 financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program 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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

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

**Purpose of this Report**

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

*Leone McDonnell & Roberts  
Professional Association*

November 19, 2021  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**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  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

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

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2021. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. 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). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

***Report on Internal Control over Compliance***

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

*Leon McDonnell & Roberts  
Professional Association*

November 19, 2021  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2021**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the 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*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. 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 during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, LIHEAP – ALN 93.568
  - U.S. Dept. of the Treasury, Coronavirus Relief Fund – ALN 21.019
  - U.S. Dept. of the Treasury, ERAP – ALN 21.023
  - U.S. Dept. of Housing and Urban Development, CoC – ALN 14.267
  - New Hampshire Public Utilities Company, Electrical Assistance Program (non-Federal)
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

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

None



# TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

*Helping People. Changing Lives.*

## Board of Directors

FY2023

### Coös County

**Board Chair**

Sandy Alonzo

Business

Brian Hoffman

Business

Fay Pierce

Low Income

### Carroll County

Charles Monaghan

Business

Melissa Mullen

Business

### Grafton County

Linda Massimilla

Elected Official

Ruth Heintz

Business Attorney

Richard Mcleod

Low Income

**Treasurer**

George Sykes

Elected Official

Tri-County Community Action Program, Inc.

WAP.B11.22 Key Personnel

Name	Job Title	Salary	% of Salary Paid by contract	Amount paid by contract
Jeanne Robillard	CEO	\$132,000	N/A	N/A
Randall Pilotte	CFO	\$90,000	N/A	N/A
Brenda Gagne	Interim CPO	\$65,000	N/A	N/A
Jerry Milliken	Department Head	\$65,600	25%	\$16,400
Nathan Mills	Program Director	\$50,000	50%	\$25,000

# Jeanne L. Robillard

---

## **CORE STRENGTHS**

Program development, management and administration • Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management • Budget performance and financial reporting  
Innovative solutions & problem solving • Capacity building  
Professional presentations • Public speaking  
Dedication • Imagination • Determination • Fortitude

---

## **PROFESSIONAL EXPERIENCE**

**Tri-County Community Action Programs, Inc.**  
**Chief Executive Officer**  
**Berlin, NH 2018 - current FT employment**

**Tri-County Community Action Programs, Inc.**  
**Chief Operating Officer**  
**Berlin, NH 2016 - 2018**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

**Tri-County Community Action Programs, Inc.**  
**Division Director: TCCAP Prevention Services**  
**Berlin, NH 2013- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

**Tri-County Community Action Programs, Inc.**  
**Program/Division Director: Support Center at Burch House**  
**Littleton, New Hampshire 2007- 2013**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

**Bookkeeper: Women's Rural Entrepreneurial Network (WIEN)**

**Bethlehem, NH** current PT employment

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

**Tri-County Community Action Programs, Inc.**

**Direct Services/Volunteer Coordinator Support Center at Burch House  
Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program**

**Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter**

**Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Education**

**BS in Human Services, Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)**  
**Southern Connecticut Community College, New Haven, CT**

**Additional Skills, Professional Leadership and Civic Affiliations**

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Trustee 1996-1998*
- Chairman, Haverhill Area Family Violence Council 1998-2003
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-2017*
- Bethlehem Planning Board 2010 - 2015
- Bethlehem Conservation Commission 2006 - *current*
- Granite United Way, North Country Cabinet Member 2011-2012
- TCCAP: Commendation- Division Director Award, 2011
- Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- Licensed Foster Parent, State of NH 2000-2006
- Small Business Owner: Aurora Energies 2015- *current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamn Swing Band Jazz Vocalist 1997- *current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

# RANDALL S. PILOTTE

---

## SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements  
Payroll  
Budgeting

Accounts Payables  
Bank Reconciliations  
Cash Flow Management

Inventory  
Accounts Receivables  
Audits

Fixed Assets  
Sales/Use Tax  
Forecasting

## EXPERIENCE

### TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

#### CFO (2017 - Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAP's divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

#### Fiscal Director/Interim CFO (2016 - 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

#### Accounting Manager (2015-2016)

#### Sr. Accountant (2013-2014)

#### RANDALL PILOTTE RESUME:

**KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH**

03/1989-09/2010

**Assistant Controller (2005-2010)**

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager (1999-2005)**

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor (1994-1999)**

**Accountant (1989-1994)**

**NORTHERN TELECOM, INC., Concord, NH**

05/1987-03/1989

**Associate Results Accountant (1988-1989)**

**Accounts Payable (1987-1988)**

**EDUCATION**

Bachelor of Science, Accounting, **FRANKLIN PIERCE COLLEGE**, Concord, NH

**Brenda Gagne  
Department Head, Economic Supports  
Interim CPO  
Tri County Community Action Program Inc.**

***Professional Summary:***

Successful oversight of the day to day aspects and operations of Tri County CAP's Transit, Guardianship and Energy Assistance Programs.

***Experience:***

**Tri County Community Action Program, Inc.  
6/30/2020 - Present**

**Department Head, Economic Supports  
6/5/2022 Interim CPO**

**Tri County CAP, Inc.  
Tri County Transit  
31 Pleasant St.  
Berlin NH 03570  
5/2017 - 6/30/2020**

**Director of Transportation**

**Responsibilities include;  
Overseeing the operations and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.**

**Tri-County CAP, Inc.  
Tri County Transit  
31 Pleasant St.  
Berlin NH 03570  
7/2004-5/2017**

**Operations Manager**

**Responsibilities include;  
\*Running the daily operations of a public transit and para transit service.  
\*Facility Management.**

- Gathering statistics
- Quarterly reporting to NHDOT and BEAS.
- Preparing quarterly invoices to BEAS and NHDOT
- Weekly employee scheduling, staff management.
- Creating procedure manuals
- Grant writing
- Budget preparation
- Writing Warrant Articles
- Drug & Alcohol Testing
- Emergency Preparedness

**Mountain Village Construction**  
**P.O. Box 96**  
**Milan, N.H. 03588**  
**5/1995 - 1/2004**

**Accounts Manager/Office Manager**

**Responsibilities included;**

- Customer service..
- Accounting using Quick Books Pro..
- Preparing payroll and Tax Payments.
- Preparing Customer Statements and Invoices.
- Accounts Receivable and Accounts Payable.
- Creating and running Profit and Loss Reports.
- Data Entry.
- Phone communications and general secretarial duties.

**Milan Parks and Recreation Dept.**  
**P.O. Box 300**  
**Milan, N.H. 03588**  
**6/1997 - 3/2002**

**Parks and Recreation Director**

**Responsibilities included;**

- Directed and implemented sports and recreational programs for youth and adults for the  
 Towns of Milan, West Milan, and Dummer.
- Development of new programs and year round activities.
- Producing yearly budgets.
- Equipment and materials purchasing.
- Organizing and supervising a large Volunteer staff.

- Working with the public to create new programs.
- Coordinating with the Milan Village School on athletic and after school programs.
- Applying for Federal and State Grants.

**Education:**

Graduate Gorham High School  
Gorham NH

Granite State College  
Emergency Management

Southern New Hampshire University  
Bachelor of Business Administration

**NHDOT Courses**

Fundamentals of Successful Project Management, MTAP/RTAP Financial Management Course  
Basics of Facilities Management Seminar (Facility Maintenance Plan), Transit Security Workshop  
FTA Drug & Alcohol Workshop, Emergency Planning and Disaster Management, NH Conference on Statewide  
Emergency Preparedness, Procurement for Small and Medium Transit Systems.

Certified Training and Safety Reviewer  
Community Transportation Association of America  
June 2009

Certified Safety and Security Officer  
Community Transportation Association of America  
10/2010

Tri State Transit Conference  
9/2007, 10/2008, 10/2010, 9/2011, 9/2013, 9/2014, 9/2016, 9/2017

Grant Writing Workshop  
New Hampshire Community Technical College  
Berlin NH 10/2005

**Gerald F. Milliken, Jr.**

---

**Executive Summary:**

Enthusiastic, dedicated and hardworking professional, offering over 20 years of broad-based experience in Project Direction, policy and procedural development, training & development, budget administration and business operations within fast-paced environment.

**Experience:**

**Tri-County Community Action Program, Inc.**  
**Department Head: Weatherization & Facilities Operations**

Berlin, NH  
7-1-2020 to present

Design and Operational guidance of Weatherization Programs and the Agencies Facilities Department. Observe, analyze, and offer suggestions on current operations.  
Establishing professional relationships with clients, staff, and other stakeholders.  
Maintaining relationships with clients and finding creative ways to expand the programs effectiveness.

**Tri-County Community Action Program, Inc.**  
**Program Manager / Director: Weatherization & Employment Programs**

Berlin, NH  
4-1-13 to 6-31-2020

Provide leadership and oversight to program's operations, budgets and reporting;  
Coordinate and integrate programs' activities.  
Hire, supervise and manage staff, including in-house and itinerant employees.  
Prepare grants and proposals.  
Develop, prepare and implement program budgets, narratives.  
Review and reconcile program financial reports for reimbursement.  
Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability.  
Develop new programs and funding streams as appropriate.

**Tri-County Community Action Program, Inc.**  
**Crew Chief/ State Certified Energy Auditor Berlin, NH 5-1-05 to 4-1-15**

**Northern Express Eatery, Inc. North Conway, NH**  
**President / General Manager 11-1-2002 to 5-15-2005**  
Estimated food and beverage costs, requisitioning and purchasing supplies.  
Assisted subordinates in identifying and resolving problems.  
Conferred with food preparation and other personnel to plan menus and related activities.  
Directed hiring and assignment of personnel.  
Investigated and resolved food quality and service complaints.  
Maintained all records and produced reports.  
Executed daily operations of restaurant management.

**Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ**  
**Project Manager 5-15-2000 to 10-30-2002**  
Applied knowledge of the construction trade in the daily operation of duties.  
Reviewed project proposals to determine time frame, funding limitations, procedures for Accomplishing project, staffing requirements and allotment of available resources to various phases of projects.

**ISO Enterprises, Inc. Lake Havasu City, AZ**  
**President / General Manager 6-1-1994 to 5-15-2000**  
Purchased ARTISAN ELECTRIC, INC. and changed the name.  
Contracted to perform specified construction work across the state of Arizona in accordance with architect's plans, blueprints, codes and other specifications.  
Estimated costs of materials, labor and use of equipment required to fulfill provisions of contract and prepared bids.  
Conferred with clients to negotiate terms of contract.  
Assisted subordinates in identifying and resolving problems.  
Demonstrated effective presentation skills.

**Education:**

NHTI  
Associates Degree in Electronic Technology  
Theory

Concord  
1985

LRCC  
Electrical Systems Installation & Maintenance,  
Required for Journeymen electrical testing and State  
Licenses.

Laconia  
1988

**Additional Training:**

8 CUE training course for Grant writing for non- profits. To enhance my position on the board of at Children Unlimited, Inc.

Successfully completed GE's prestigious "SIX.SIGMA" management course in 2001  
While Employed with

Hatfield-Reynolds Electric an IES, Inc. Company Phoenix, AZ.

Successfully completed training courses and seminars for, lead safe work practices,  
asbestos awareness, OSHA 30, CPR, electrical code updates.

Successfully completed Business management classes in AZ  
During the 1995-2001.

Successfully completed training and testing to be a NH State certified Energy Auditor  
in 2006.

**Community:**

Board member Children Unlimited, Inc., Conway NH "Non- Profit"

Board member Berlin Revitalization Committee. Berlin NH "Non- Profit"

Past member of the advisory board and co-designer for the Myotonic Dystrophy  
Foundations first website.

Previous owner and webmaster for the Myotonic Dystrophy Information website.

**License:**

Held an Electrical Journeyman license NH

Held an Electrical Contractor License AZ

References: Available upon request.

## Nathan H. Mills

---

### PROFESSIONAL SUMMARY and SKILLS

Operations Manager with experience and oversight of Financial, Quality Assurance and Operations components for non-profit organizations and small businesses. Professional, flexible with proven analytical skills. Demonstrated record of effective problem solving, sound business judgement and customer service.

- ✓ Business Development Planning & Budgeting
- ✓ Sage/MIP Fund Accounting, GAAP & ROMA
- ✓ Asset Management
- ✓ Extensive daily use of Microsoft Excel
- ✓ Contract Negotiation, Administration & Compliance
- ✓ Staff and Sub-contractor Management
- ✓ Client & Vendor Relations
- ✓ Volunteer Relations
- ✓ Certificate, LEAN Six Sigma Green Belt, USM 2016
- ✓ Certificate, Project Management, USM 2014

### PROFESSIONAL EXPERIENCE

#### ***Division Operations Manager***

Since April 2019

Tri-County Community Action Program, Berlin, New Hampshire

Operational, Administrative and Fiscal oversight for Government and Utility funded programs that provide home efficiency, insulation and heating system upgrades to income eligible households in Carroll, Coos and Grafton Counties, New Hampshire.

- Operational oversight of Utility HEA and HPwES, and Federal DOE and DHHS low income Weatherization, Heat System repair and replacement programs.
- Oversee all aspects of Program Operations and Project Management including; program budget development and authorization of expenditures according to contracted budget agreements, client eligibility and program compliance, hiring, training, supervising and evaluating department staff.

#### ***Inside Production Manager***

TC Hafford Basement Systems, Wells, ME

2018

Inside Production Manager responsible for managing scheduling and close out of dry basement systems installs.

- Liaison with homeowner throughout scheduling, install and closeout processes. Liaison with sales team and Outside Production Manager to ensure proposal, installation and material costs met client expectations, company standards and warranty requirements for dry basement systems.

#### ***Project Manager***

PATCO Construction, Sanford, ME

2016 – 2018

Project Manager responsible for managing residential home construction process throughout the planning, scheduling, material procurement and construction processes.

- Liaison to homeowner throughout entire construction process from contract signing to closing. Weekly telephone update and change order estimate and management. Maintain master schedule on Boulder Trend project management software. Schedule sub-contractors, inspect work to project spec., issue rework and approve invoices for payment. Job cost oversight, materials ordering and inventory management.

#### ***Director, Housing and Energy Services***

The Opportunity Alliance, South Portland, ME

2009 – 2016

Business, Fiscal, Operational and Compliance responsibility for federally funded programs that provide home energy and emergency assistance, HQS home repair, and home efficiency and insulation upgrades to income eligible households in Cumberland and York County, Maine.

- Contract, Operational and Fiscal oversight of Federal DOE and DHHS low income Weatherization, Central Heat Improvement and Efficiency Maine Energy Conservation Programs.
- Oversee all sub-grantee contractual responsibilities of client intake, certification and benefit determination, program integrity and compliance for Federal DHHS LIHEAP Grant, providing home heating benefits to approximately 3,500 low-income Cumberland County households annually.
- Oversee all aspects of Program and Project Management including; client eligibility and program compliance of NMLS Licensed Agency Lending for HUD, MSHA, Maine DECD and Cumberland County Community Development. Program funding supported home repair, home renovation and energy efficiency upgrades of very low to moderate income households in Cumberland and York County.

**Business Manager**  
SmartCatalog, Portland, ME

2006 – 2009

Managed all business activity for national cataloger providing Office of the Registrar course catalog and other legally binding documents to colleges and universities in the United States and Canada.

**Accounting Associate**  
Southern Maine Agency on Aging, Scarborough, ME

2004 - 2006

Responsible for business office functions of AP/AR and Payroll for non-profit agency. In this position, I was accounting liaison for a variety of programs among others, and was responsible for accurate payroll processing for departments that operated 24/7/365.

**Retail Catalog and Advertising Photographer**  
Howell-Ltd., Portland, ME

1998 - 2004

Managing studio photographer for New England's first digital commercial photography studio responsible for project management, process workflow, and capacity and demand management.

**EDUCATION**

**Bachelor of Arts, Geography**  
University of Maine, Farmington, 1983

**Continuing Studies, Business, Accounting, Project Management and Human Resources**  
University of Southern Maine, ongoing

**COMMUNITY SERVICE**

**Biddeford School Committee, Vice Chairman**

- Co-Chairman, Curriculum Committee; Finance Committee; Personnel Committee; Chief Negotiator (Collective Bargaining) Elected to consecutive 2 year terms in 2006 and 2008. Served during period that school system undertook a \$30 million dollar renovation of Biddeford High School.

**Central America Volunteer work**  
Heredia, Costa Rica & San Bernadino Guatemala

- Travel to Costa Rica in 2006 & Guatemala in 2008 with a volunteer team to build a timber frame vocational center and water filtration system.

*References available upon request*