

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Joshua W. Elliott

STATE OF NEW HAMPSHIRE



DEPARTMENT OF ENERGY

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

37 - 9/16/26

TDD Access
Relay NH
711

(603) 271-3670

Website:
www.energy.nh.gov

September 16, 2026

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

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract with Southwestern Community Services, Inc. (SCS), Keene, NH, Vendor #177511, in the amount of \$4,707,668 for the Fuel Assistance Program (FAP) effective upon Governor and Executive Council approval through September 30, 2028. **100% Federal Funds.**

Funds to support this request are available in the account Fuel Assistance as follows:

02-52-52-52050-33540000-074-500587

FY 2027

Grants for Pub Assist & Relief

\$4,707,668

2) Further request authorization to advance Southwestern Community Services, Inc. \$25,919 from the above-referenced contract amount.

EXPLANATION

This contract is **SOLE SOURCE** because the historical performance of the Community Action Agencies (CAA) in the New Hampshire LIHEAP, their outreach and client service capabilities, and the synergies that benefit the FAP as a result of the five statewide CAAs' implementation of several other federal assistance programs as well as the infrastructure that is already in place to deliver LIHEAP (also known as Fuel Assistance Program or FAP) services. The Department proposes to continue to subcontract with the five CAAs who have successfully provided FAP services at the local level for more than three decades. The CAAs work closely with the Department's FAP Administrator in the implementation of the program.

FAP is a statewide program, funded by a Federal Low Income Home Energy Assistance Program (LIHEAP) Block Grant, and works to make home energy more affordable for income-qualified New Hampshire families, including those who are elderly or disabled. Program funds are targeted to low-income households with high energy burdens. The current maximum income level is 60% of the

State Median Income (SMI), which is \$93,680 per year for a family of four. The average FAP benefit during the last program year was \$1,002. The program operates on an October 1st through September 30th program year.

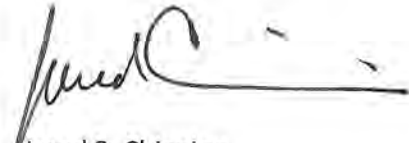
The proposed advance of funds will enable the CAA to operate the program between monthly reimbursements from the State.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

The Department has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

SCS is a non-profit organization, and the Department has confirmed the vendor is registered and in good standing with the Department of Justice's Charitable Division.

Respectfully submitted,



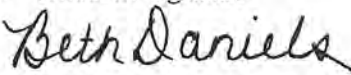
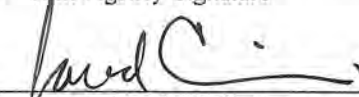
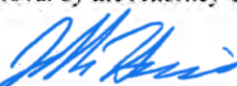
Jared S. Chicoine
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.2 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way, PO Box 603, Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7152	1.6 Account Unit and Class 33540000-074	1.7 Completion Date 09/30/2028	1.8 Price Limitation \$4,707,668
1.9 Contracting Officer for State Agency Leah Richards, Fuel Assistance Program Administrator		1.10 State Agency Telephone Number (603) 271-3670	
1.11 Contractor Signature  Date: 07/30/26		1.12 Name and Title of Contractor Signatory Beth Daniels, Chief Executive Officer	
1.13 State Agency Signature  Date: 8/3/26		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/26/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment,

delegation, or other transfer shall be effective without the written consent of the State.

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

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

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

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

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and 14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers'

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration,

but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

1. Southwestern Community Services, Inc. hereinafter "the Contractor," agrees to provide services to implement the Low Income Home Energy Assistance Program (LIHEAP) Grant (also known as Fuel Assistance Program or FAP) as detailed in the scope of work.
2. On or before the date set forth in Block 1.7 of the General Provisions, the Contractor shall deliver to the State an independent audit of the Contractor's entire agency by a qualified independent auditor in good standing with the state and federal government.
3. This audit shall be conducted in accordance with the audit requirements of Office of Management and Budget (OMB) Circular 2 CFR200, Subpart F- Audit Requirements. The Fuel Assistance Program shall be considered a "major program" for purposes of this audit.
4. 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.
5. The audit report shall include a schedule of prior years' questioned costs along with an Agency response to the current status of the prior years' questioned costs. Copies of all OMB letters written as a result of audits shall be forwarded to New Hampshire Department of Energy (Department). The audit shall be forwarded to the Department within one month of the time of receipt by the Agency, accompanied by an action plan for each finding or questioned cost.
6. Delete the following from paragraph 10 of the General Provisions: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in Exhibit A."
7. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
8. Program and financial records pertaining to this contract shall be retained by the Contractor for three years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334-338 – Retention Requirements for Records.

9. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:
 - a. Section 507: "Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."
 - b. Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to state and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."
10. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within 30 days of the completion date (Agreement Block 1.7).
11. ADVANCES. Advance funds must be used solely for appropriate Fuel Assistance Program expenditures. All Fuel Assistance Program payments must be transferred from the Community Action Agency's (CAA's) general operating account into a specific Fuel Assistance Program account within 48 hours after being received electronically from the State. CAAs must submit the bank account number of the designated bank account for the advance funds to the Department prior to the electronic submission of the funds to the CAA. Unspent Advance program funds must remain in the FAP dedicated account at all times and cannot be comingled with any other CAA funds. CAAs are required to submit a complete electronic copy of the FAP-dedicated bank account statement to the Department on a monthly basis.
12. This is not a Research and Development (R&D) award. The Contractor's indirect rate is 15.0 percent.
13. The Department shall have the right to issue periodic notices, memos, and updated reporting forms and information.
14. Contractor shall notify Department of any media inquiries and responses and copies of published media clippings and broadcasts. The Department shall have the right to participate in any meetings with media.
15. The Department shall have the right to publicize progress of this program.

16. Prohibition on Boycotting Israel

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

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

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

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

17. The guidance of 2 CFR 200 flow down to all sub-grantee and/or sub-contractor(s).

18. During the duration of the contract the Contractor must maintain a valid and active Unique Entity Identifier (UEI) registration in SAM.gov.

EXHIBIT B
SCOPE OF SERVICES

Southwestern Community Services, Inc. hereinafter the Contractor, agrees to provide Fuel Assistance Program (FAP) services to qualified low-income individuals and agrees to perform all such services and other work necessary to operate the Program in accordance with the requirements of this contract, the principles and objectives set forth in the Fuel Assistance Program Policy and Procedures Manual, Information Memoranda, and other guidance as determined by the Department.

The contract period, to be known as Program Year 2027 (PY27), will commence on upon approval from New Hampshire Governor and Executive Council (Governor and Executive Council), and will have a completion date of September 30, 2028.

FAP services will be defined to include the following categories:

1. Outreach, eligibility, determination, and certification of FAP applicants through the state-authorized software;
2. Payments directly to energy vendors;
3. Payments directly to landlords for renters who pay their energy costs as undefined portions of their rent;
4. Payments directly to clients only when deemed appropriate and necessary as defined in the Fuel Assistance Program Policy and Procedures Manual;
5. Emergency Assistance through expedited application and payment processing as outlined in the Fuel Assistance Program Policy and Procedures Manual.

EXHIBIT C

PAYMENT TERMS

In consideration of the satisfactory performance of the Services, the Department agrees to pay Southwestern Community Services, Inc., in total, the sum of:

LIHEAP PY2027 Funds:

\$259,188 for administration costs, of which \$25,919 will be issued as a cash advance;

\$4,138,541 for program costs;

\$172,439 for program support costs;

\$137,500 for Assurance 16.

1. Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to the Department. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program.
2. The Contractor must make timely payments to sub-contractors in accordance with the contract provisions.
3. Contractor shall submit a payment request to the Department for each month of the contract period. Payment requests from Contractor shall be received at the Department no later than the 15th day of each month, or the first business day following the 15th day.
4. The Authorization to spend the above-awarded funds will be provided in writing by the Department to the Contractor as the Federal funds become available (Exhibit I).
5. Complete documentation to support invoices shall be maintained by the Contractor for no less than three years as required under federal regulation. The Contractor is solely responsible for paying any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the Contractor is not able to sufficiently support with expenditure backup documentation upon request for up to three years commencing the contract end date.
6. All obligations of the Department, including the continuance of any payments, are contingent upon the availability and continued appropriation of Federal funds for the services to be provided.

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT D

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

U.S. DEPARTMENT OF EDUCATION - CONTRACTORS

U.S. DEPARTMENT OF AGRICULTURE – CONTRACTORS

U.S. DEPARTMENT OF LABOR

U.S. DEPARTMENT OF ENERGY

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

Leah Richards, Fuel Assistance Administrator

New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, NH 03301

- (A) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;

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

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

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

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

Southwestern Community Services, Inc. Upon G&C approval through September 30, 2028
Contractor Name Period Covered by this Certification

Beth Daniels, CEO
Name and Title of Authorized Contractor Representative

Beth Daniels 07/30/26
Contractor Representative Signature Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

U.S. DEPARTMENT OF EDUCATION - CONTRACTORS

U.S. DEPARTMENT OF AGRICULTURE – CONTRACTORS

U.S. DEPARTMENT OF LABOR

U.S. DEPARTMENT OF ENERGY

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

Contract Period: Upon G&C approval through September 30, 2028

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Beth Daniels
Contractor Representative Signature

CEO
Contractor's Representative Title

Southwestern Community Services, Inc. 07/30/26
Contractor Name Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT F

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

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

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the Department to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the Department may terminate this transaction for cause or default.
- (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.

<u>Beth Daniels</u>	<u>CEO</u>
Contractor Representative Signature	Contractor's Representative Title

<u>Southwestern Community Services, Inc.</u>	<u>07/30/26</u>
Contractor Name	Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Beth Daniels

Contractor Representative Signature

CEO

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

07/30/26

Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

Beth Daniels

Contractor Representative Signature

CEO

Contractor's Representative Title

Southwestern Community Services, Inc.

Contractor Name

07/30/26
Date

Exhibit I

PY24 Fuel Assistance Program Authorization to Spend (aka Approval to Obligate)					
SAMPLE ONLY	CAPBM	CAPSC	SCS	SNHS	TCC
Program Funds					
PY 23 Funds Remaining	\$ 66,643	\$ 772,405	\$ -	\$ 4,295,035	\$
PY 24 Funds Remaining	\$ 3,157,257	\$ 1,955,953	2,457,048	\$ 7,013,005	\$ 2,4
Additional PY 24 Funds Added on 8/7/24	\$ 241,725	\$ 157,358	\$ 209,962	\$ -	\$ 2
TOTAL Amount Authorized to Spend	\$ 3,465,625	\$ 2,885,716	\$ 2,667,010	\$ 11,308,040	\$ 2,7
Below - only Additional funds updated					
Program Support (2%) Funds					
PY 24 Funds Authorized	\$ 65,426	\$ 30,524	\$ 31,706	\$ 77,365	\$
Additional PY 24 Funds Added 8/7/24	\$ 4,933	\$ 3,211	\$ 4,285	\$ -	\$
TOTAL Amount Authorized to Spend	\$ 70,359	\$ 33,735	\$ 35,991	\$ 77,365	\$
Administrative Funds					
PY 23 Funds Remaining	\$ 82,965	\$ -	\$ 192,295	27,399	\$ 3
PY 24 Funds Remaining	\$ 197,117	\$ 11,407	\$ 176,023	\$ 638,847	\$ 3
Additional PY24 Funds Added 8/7/24	\$ 24,670	\$ 16,060	\$ 21,422	\$ -	\$
TOTAL Amount Authorized to Spend	\$ 304,752	\$ 27,467	\$ 389,741	\$ 666,246	\$ 6
Assurance 16 Funds					
PY 23 Funds Remaining	\$ -	\$ -	\$ -	\$ 117,018	\$
PY 24 Funds Remaining	\$ 67,421	\$ 54,804	\$ 57,387	\$ 425,400	\$
TOTAL Amount Authorized to Spend	\$ 67,421	\$ 54,804	\$ 57,387	\$ 542,418	\$

U.S. DHHS Award #2701NHLIEA; Award Date: 11/01/2026

LIHEAP PY27 ALN # 93.568

Southwestern Community Services, Inc.

BD 07/30/24

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

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

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

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

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

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

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

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

Beth Daniels Beth Daniels CEO
Contractor Representative Signature Authorized Contractor Representative Name & Title

Southwestern Community Services, Inc 07/30/26
Contractor Name Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

FORM A

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

1. The UEI number for your entity is: HMUUXK8mBJC3

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire

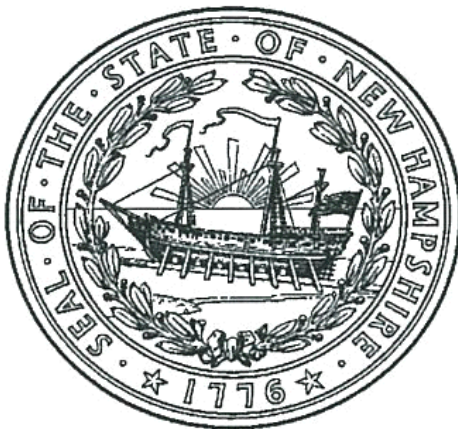
Department of State

CERTIFICATE

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

Business ID: **65514**

Certificate Number: **0007901484**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

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

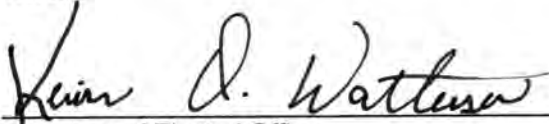
VOTED: That Beth Daniels (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 7/30/2026



Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2026

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

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

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (877) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hilbgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co	
		INSURER B: Granite State Healthcare & Human Services Trust	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 26/27**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2636316-025	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL \$ 1M / 2M
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			PHPK2636315-025	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			PHUB893672-025	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☒ 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	R01986HCHS2026-01	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NONPROFIT COVER SHEET

A. Entity Name: Southwestern Community Services, Inc.

B. Entity's Contact Information for Records Requests (e.g., resumes of key personnel; audited financial statements):

Sarah Croteau shcroteau@scshelps.org

C. List Board of Directors and Affiliations

<u>Name (Identify any additional role(s) in Parentheses)</u> E.g., John Doe (President)	<u>Affiliations</u>
Kevin Watterson (Chair)	Keene Swamp Bats
David Edkins (Vice Chair)	Town of Walpole
Dominic Perkins (Treasure/Secretary)	Senior VP, Retail Administration Savings Bank of Walpole
Anne Beattie	Newport Service Organization
Taralyn Bielaski	Population Health, Dartmouth-Hitchcock
Andy Bohannon	Deputy City Manager of Keene
Rep. Hope Damon	State Representative, District 8
Derek Ferland	Sullivan County Manager
Carolyn Hall	Head Start Policy Council Parent Representative
Jay Kahn	Mayor of Keene
Kerry Belknap Morris, M.Ed.	Early Childhood Education River Valley Community College
Ron Nason	SCS Tenant

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

<u>Name</u>	<u>Role</u>	<u>Annual Salary</u>	<u>Amount Paid From This Contract</u>
Beth Daniels	CEO	\$142,00	\$0
Margaret Freeman	CFO	\$131,029	\$0
Sarah Croteau	Agency Fiscal Director	\$67,600	\$0
Heather Amer	COO	\$84,080.10	\$0
Terra Rogers	Director of Energy Services Program	\$68,640	\$34,320

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

- ☒ [X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- ☐ [] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).
-
-
-

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- ☒ [X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- ☐ [] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- ☐ [] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

FINANCIAL DISCLOSURES

G. Check one the following:

- ☒ [X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- ☐ [] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- ☐ [] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	<u>Revenue</u>		<u>Expenses</u>
<i>Grants</i>	\$	<i>Compensation of officers, directors, and key personnel</i>	\$
<i>Donations</i>	\$		
<i>Program Services Revenue</i>	\$	<i>Other salaries & wages</i>	\$
<i>Interest & Dividends</i>	\$	<i>Payroll taxes & employee benefits</i>	\$
<i>All other Revenue</i>	\$	<i>Occupancy, rent, utilities, and insurance</i>	\$
<u>Total Revenue</u>	\$	<i>Printing, publications, postage, office supplies, and IT</i>	\$
		<i>All other expenses</i>	\$
		<u>Total Expenses</u>	\$

2. BALANCE SHEET

<u>Assets</u>		<u>Liabilities</u>	
<i>Cash & Equivalents</i>	\$	<i>Accounts Payable</i>	\$
<i>Investments</i>	\$	<i>Loans Payable</i>	\$
<i>Real Estate (less any depreciation)</i>	\$	<i>All other liabilities</i>	\$
<i>Other Property & Equipment (less any depreciation)</i>	\$	<u>Total Liabilities</u>	\$
<i>Pledges, grants, accounts receivable</i>	\$		
<i>All other assets</i>	\$		
<u>Total Assets</u>	\$		



Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965

Mission Statement

SCS strives to empower low-income people and families. With dignity and respect, SCS will provide direct assistance, reduce stressors, and advocate for such persons and families as they lift themselves toward self-sufficiency.

SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES

COMBINED FINANCIAL STATEMENTS

**FOR THE YEAR ENDED MAY 31, 2025
AND
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED MAY 31, 2025

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

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

Management is responsible for the accompanying combined financial statements of Southwestern Community Services, Inc. and related companies, which comprise the combined balance sheets as of May 31, 2025, and the related combined statements of operations and partners' equity/net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these combined financial statements.

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

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

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
February 19, 2026

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

COMBINED BALANCE SHEET

MAY 31, 2025

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,290,059
Accounts receivable, net	1,877,636
Prepaid expenses	<u>442,950</u>
Total current assets	<u>4,610,645</u>

PROPERTY

Land and buildings	67,470,402
Vehicles and equipment	727,511
Furniture and fixtures	<u>2,448,428</u>
Total property	70,646,341
Less accumulated depreciation	<u>35,340,090</u>
Property, net	<u>35,306,251</u>

OTHER ASSETS

Investment in related parties	57,628
Right of use asset	83,750
Due from related parties	37,747
Cash escrow and reserve funds	4,476,559
Security deposits	<u>246,712</u>
Total other assets	<u>4,902,396</u>
Total assets	<u>\$ 44,819,292</u>

LIABILITIES AND PARTNERS' EQUITY / NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 472,815
Accrued expenses	256,612
Accrued payroll and payroll taxes	124,816
Other current liabilities	166,566
Refundable advances / prepaid rent	69,402
Current portion lease liability	48,579
Current portion of Economic Injury Disaster Loan	3,893
Current portion of long term debt	<u>209,059</u>
Total current liabilities	<u>1,351,742</u>

NONCURRENT LIABILITIES

Long term lease liability, less current portion shown above	35,171
Long term debt, less current portion shown above	31,698,556
Economic Injury Disaster Loan, less current portion shown above	138,066
Accrued interest	222,284
Tenant security deposits	<u>110,785</u>
Total noncurrent liabilities	<u>32,204,862</u>
Total liabilities	<u>33,556,604</u>

PARTNERS' EQUITY / NET ASSETS

Partners' equity	6,903,088
Net assets without donor restrictions	3,832,146
Net assets with donor restrictions	<u>527,454</u>
Total partners' equity / net assets	<u>11,262,688</u>
Total liabilities and partners' equity / net assets	<u>\$ 44,819,292</u>

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**COMBINED STATEMENT OF OPERATIONS AND PARTNERS' EQUITY / NET ASSETS
FOR THE YEAR ENDED MAY 31, 2025**

REVENUES AND OTHER SUPPORT

Government contracts	\$ 14,421,348
Program service fees	2,705,415
Rental income	4,675,718
Support	608,840
Sponsorship	77,158
Interest income	26,065
Forgiveness of debt	889,090
Miscellaneous revenue	1,285,825
In-kind contributions	<u>63,811</u>

Total revenues and other support 24,753,270

EXPENSES

Program services

Home energy programs	7,795,702
Education and nutrition	3,192,428
Homeless programs	2,031,513
Housing services	5,632,374
Economic development services	984,354
Other programs	<u>618,327</u>

Total program services 20,254,698

Supporting activities

Management and general	<u>2,836,337</u>
------------------------	------------------

Total expenses 23,091,035

**INCOME FROM OPERATIONS BEFORE DEPRECIATION
AND OTHER REVENUES AND EXPENSES**

1,662,235

DEPRECIATION AND OTHER REVENUES AND EXPENSES

Depreciation and amortization	(2,383,536)
Loss on sale of property	(97,278)
Loss on investment in limited partnerships	<u>(55)</u>

Total depreciation and other revenues and expenses (2,480,869)

NET LOSS / CHANGE IN NET ASSETS

(818,634)

PARTNERS' EQUITY / NET ASSETS, BEGINNING OF YEAR

12,163,874

DISTRIBUTIONS FROM LIMITED PARTNERSHIPS

(82,552)

PARTNERS' EQUITY / NET ASSETS, END OF YEAR

\$ 11,262,688

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MAY 31, 2025**

CASH FLOWS FROM OPERATING ACTIVITIES

Net loss / change in net assets	\$ (818,634)
Adjustments to reconcile net loss / changes in net assets to net cash from operating activities:	
Depreciation and amortization	2,383,536
Amortization of deferred finance costs	662
Loss on sale	97,278
Loss on investment in limited partnerships	55
Forgiveness of debt	(889,090)
Decrease (increase) in assets:	
Accounts receivable	(211,815)
Prepaid expenses	(17,296)
Due from related parties	(100)
Security deposits	(4,939)
Increase (decrease) in liabilities:	
Accounts payable	(297)
Accrued expenses	(4,275)
Accrued payroll and payroll taxes	(5,074)
Other current liabilities	(11,065)
Refundable advances / prepaid rent	(253,830)
Tenant security deposits	3,240

NET CASH PROVIDED BY OPERATING ACTIVITIES

268,356

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from sale of property	706,752
Purchase of property	<u>(220,453)</u>

NET CASH PROVIDED BY INVESTING ACTIVITIES

486,299

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from long term debt	6,376
Repayment of long term debt	(485,567)
Distributed partner capital	<u>(82,552)</u>

NET CASH USED IN FINANCING ACTIVITIES

(561,743)

NET INCREASE IN CASH AND RESTRICTED CASH

192,912

CASH AND RESTRICTED CASH, BEGINNING OF YEAR

6,573,706

CASH AND RESTRICTED CASH, END OF YEAR

\$ 6,766,618

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for interest	<u>\$ 263,113</u>
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SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES

Property financed by long term debt	<u>\$ 76,349</u>
-------------------------------------	------------------

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**COMBINING BALANCE SHEET
MAY 31, 2025**

	SCS, Inc. and related <u>entities</u>	Meadow <u>Road</u>	Page <u>Homestead</u>	Senior <u>Citizens</u>	<u>Westmill</u>	Marlborough <u>Homes</u>	Payson <u>Village</u>	Woodcrest <u>Drive</u>	<u>Cityside</u>	<u>Total</u>
<u>ASSETS</u>										
CURRENT ASSETS										
Cash and cash equivalents	\$ 2,089,380	\$ 3,825	\$ 4,108	\$ 2,140	\$ 43,187	\$ 45,334	\$ 8,633	\$ 19,014	\$ 74,438	\$ 2,290,059
Accounts receivable, net	1,877,311	-	-	4	-	-	-	321	-	1,877,636
Prepaid expenses	230,668	9,057	11,159	5,648	54,579	24,059	39,327	54,762	13,691	442,950
Total current assets	4,197,359	12,882	15,267	7,792	97,766	69,393	47,960	74,097	88,129	4,610,645
PROPERTY										
Land and buildings	34,005,390	3,857,306	5,149,086	1,921,045	5,262,871	4,412,905	4,238,005	4,863,534	3,760,260	67,470,402
Vehicles and equipment	727,511	-	-	-	-	-	-	-	-	727,511
Furniture and fixtures	1,209,491	39,084	34,852	52,714	41,841	382,154	246,360	177,225	264,707	2,448,428
Total property	35,942,392	3,896,390	5,183,938	1,973,759	5,304,712	4,795,059	4,484,365	5,040,759	4,024,967	70,646,341
Less accumulated depreciation	20,400,760	2,221,964	2,650,981	1,620,364	1,547,042	2,143,450	1,879,098	1,325,442	1,550,989	35,340,090
Property, net	15,541,632	1,674,426	2,532,957	353,395	3,757,670	2,651,609	2,605,267	3,715,317	2,473,978	35,306,251
OTHER ASSETS										
Investment in related parties	57,628	-	-	-	-	-	-	-	-	57,628
Right of use asset	83,750	-	-	-	-	-	-	-	-	83,750
Due from related parties	37,747	-	-	-	-	-	-	-	-	37,747
Cash escrow and reserve funds	1,989,969	294,441	521,292	68,093	252,009	400,688	150,750	532,886	266,431	4,476,559
Security deposits	135,182	10,188	13,708	7,059	18,384	16,190	17,678	10,204	18,119	246,712
Total other assets	2,304,276	304,629	535,000	75,152	270,393	416,878	168,428	543,090	284,550	4,902,396
Total assets	\$ 22,043,267	\$ 1,991,937	\$ 3,083,224	\$ 436,339	\$ 4,125,829	\$ 3,137,880	\$ 2,821,655	\$ 4,332,504	\$ 2,846,657	\$ 44,819,292
<u>LIABILITIES AND PARTNERS' EQUITY / NET ASSETS (DEFICIT)</u>										
CURRENT LIABILITIES										
Accounts payable	\$ 251,870	\$ 33,134	\$ 31,630	\$ 22,682	\$ 5,473	\$ 2,166	\$ 44,221	\$ 76,087	\$ 5,552	\$ 472,815
Accrued expenses	189,563	-	-	-	-	2,419	5,724	58,906	-	256,612
Accrued payroll and payroll taxes	124,816	-	-	-	-	-	-	-	-	124,816
Other current liabilities	166,566	-	-	-	-	-	-	-	-	166,566
Refundable advances / prepaid rent	51,930	4,435	1,329	1,534	1,660	-	5,585	939	1,990	69,402
Current portion of lease liability	48,579	-	-	-	-	-	-	-	-	48,579
Current portion of Economic Injury Disaster Loan	3,893	-	-	-	-	-	-	-	-	3,893
Current portion of long term debt	209,059	-	-	-	-	-	-	-	-	209,059
Total current liabilities	1,046,276	37,569	32,959	24,216	7,133	4,585	55,530	135,932	7,542	1,351,742
NONCURRENT LIABILITIES										
Long term lease liability, less current portion shown above	35,171	-	-	-	-	-	-	-	-	35,171
Long term debt, less current portion shown above	11,009,594	3,933,600	5,150,500	1,534,469	1,131,963	1,595,236	2,833,154	2,620,049	1,889,991	31,698,556
Economic Injury Disaster Loan, less current portion shown above	138,066	-	-	-	-	-	-	-	-	138,066
Accrued Interest	222,284	-	-	-	-	-	-	-	-	222,284
Tenant security deposits	-	9,929	13,624	6,910	18,358	16,104	17,661	10,129	18,070	110,785
Total noncurrent liabilities	11,405,115	3,943,529	5,164,124	1,541,379	1,150,321	1,611,340	2,850,815	2,630,178	1,908,061	32,204,862
Total liabilities	12,451,391	3,981,098	5,197,083	1,565,595	1,157,454	1,615,925	2,906,345	2,766,110	1,915,603	33,556,604
PARTNERS' EQUITY / NET ASSETS (DEFICIT)										
Partners' equity	-	-	-	-	2,968,375	1,521,955	(84,690)	1,566,394	931,054	6,903,088
Net assets (deficit) without donor restrictions	9,504,922	(1,989,161)	(2,364,359)	(1,319,256)	-	-	-	-	-	3,832,146
Net assets with donor restrictions	86,954	-	250,500	190,000	-	-	-	-	-	527,454
Total partners' equity / net assets (deficit)	9,591,876	(1,989,161)	(2,113,859)	(1,129,256)	2,968,375	1,521,955	(84,690)	1,566,394	931,054	11,262,688
Total liabilities and partners' equity / Net assets	\$ 22,043,267	\$ 1,991,937	\$ 3,083,224	\$ 436,339	\$ 4,125,829	\$ 3,137,880	\$ 2,821,655	\$ 4,332,504	\$ 2,846,657	\$ 44,819,292

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**COMBINING STATEMENT OF OPERATIONS AND PARTNERS' EQUITY / NET ASSETS (DEFICIT)
FOR THE YEAR ENDED MAY 31, 2025**

	<u>SCS, Inc. and related entities</u>											
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Meadow Road</u>	<u>Page Homestead</u>	<u>Senior Citizens</u>	<u>Westmill</u>	<u>Marlborough Homes</u>	<u>Payson Village</u>	<u>Woodcrest Drive</u>	<u>Cityside</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT												
Government contracts	\$ 14,421,348	\$ -	\$ 14,421,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,421,348
Program service fees	2,705,415	-	2,705,415	-	-	-	-	-	-	-	-	2,705,415
Rental income	2,221,779	-	2,221,779	267,552	318,698	215,197	317,021	146,519	229,548	664,755	294,649	4,675,718
Support	565,248	43,592	608,840	-	-	-	-	-	-	-	-	608,840
Sponsorship	77,158	-	77,158	-	-	-	-	-	-	-	-	77,158
Interest income	26,065	-	26,065	-	-	-	-	-	-	-	-	26,065
Forgiveness of debt	889,090	-	889,090	-	-	-	-	-	-	-	-	889,090
Miscellaneous revenue	208,313	-	208,313	2,607	3,825	3,536	10,757	1,018,720	5,530	19,741	12,796	1,285,825
In-kind contributions	63,811	-	63,811	-	-	-	-	-	-	-	-	63,811
Total revenues and other support	<u>21,178,227</u>	<u>43,592</u>	<u>21,221,819</u>	<u>270,159</u>	<u>322,523</u>	<u>218,733</u>	<u>327,778</u>	<u>1,165,239</u>	<u>235,078</u>	<u>684,496</u>	<u>307,445</u>	<u>24,753,270</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>52,861</u>	<u>(52,861)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>21,231,088</u>	<u>(9,269)</u>	<u>21,221,819</u>	<u>270,159</u>	<u>322,523</u>	<u>218,733</u>	<u>327,778</u>	<u>1,165,239</u>	<u>235,078</u>	<u>684,496</u>	<u>307,445</u>	<u>24,753,270</u>
EXPENSES												
Program services												
Home energy programs	7,795,702	-	7,795,702	-	-	-	-	-	-	-	-	7,795,702
Education and nutrition	3,192,428	-	3,192,428	-	-	-	-	-	-	-	-	3,192,428
Homeless programs	2,031,513	-	2,031,513	-	-	-	-	-	-	-	-	2,031,513
Housing services	3,062,942	-	3,062,942	188,404	231,434	133,448	196,398	1,055,645	192,971	397,250	173,882	5,632,374
Economic development services	984,354	-	984,354	-	-	-	-	-	-	-	-	984,354
Other programs	618,327	-	618,327	-	-	-	-	-	-	-	-	618,327
Total program services	17,685,266	-	17,685,266	188,404	231,434	133,448	196,398	1,055,645	192,971	397,250	173,882	20,254,698
Supporting activities												
Management and general	2,265,058	-	2,265,058	85,312	87,949	66,997	62,399	40,161	42,099	130,583	55,779	2,836,337
Total expenses	<u>19,950,324</u>	<u>-</u>	<u>19,950,324</u>	<u>273,716</u>	<u>319,383</u>	<u>200,445</u>	<u>258,797</u>	<u>1,095,806</u>	<u>235,070</u>	<u>527,833</u>	<u>229,661</u>	<u>23,091,035</u>
INCOME FROM OPERATIONS BEFORE DEPRECIATION AND OTHER REVENUES AND EXPENSES	<u>1,280,764</u>	<u>(9,269)</u>	<u>1,271,495</u>	<u>(3,557)</u>	<u>3,140</u>	<u>18,288</u>	<u>68,981</u>	<u>69,433</u>	<u>8</u>	<u>156,663</u>	<u>77,784</u>	<u>1,662,235</u>
DEPRECIATION AND OTHER REVENUES AND EXPENSES												
Depreciation and amortization	(1,258,053)	-	(1,258,053)	(139,499)	(183,181)	(78,483)	(193,367)	(161,993)	(125,968)	(143,835)	(99,157)	(2,383,536)
Loss on disposal of property	(70,472)	-	(70,472)	-	-	(21,915)	-	-	(897)	-	(3,994)	(97,278)
Loss on investment in limited partnerships	(55)	-	(55)	-	-	-	-	-	-	-	-	(55)
Total depreciation and other revenues and expenses	<u>(1,328,580)</u>	<u>-</u>	<u>(1,328,580)</u>	<u>(139,499)</u>	<u>(183,181)</u>	<u>(100,398)</u>	<u>(193,367)</u>	<u>(161,993)</u>	<u>(126,865)</u>	<u>(143,835)</u>	<u>(103,151)</u>	<u>(2,480,869)</u>
NET LOSS / CHANGE IN NET ASSETS	(47,816)	(9,269)	(57,085)	(143,056)	(180,041)	(82,110)	(124,386)	(92,560)	(126,857)	12,828	(25,367)	(818,634)
PARTNERS' EQUITY / NET ASSETS (DEFICIT), BEGINNING OF YEAR	9,552,738	96,223	9,648,961	(1,846,105)	(1,933,818)	(1,047,146)	3,116,857	1,614,515	42,167	1,580,990	987,453	12,163,874
DISTRIBUTIONS FROM LIMITED PARTNERSHIPS	-	-	-	-	-	-	(24,096)	-	-	(27,424)	(31,032)	(82,552)
PARTNERS' EQUITY / NET ASSETS (DEFICIT), END OF YEAR	<u>\$ 9,504,922</u>	<u>\$ 86,954</u>	<u>\$ 9,591,876</u>	<u>\$ (1,989,161)</u>	<u>\$ (2,113,859)</u>	<u>\$ (1,129,256)</u>	<u>\$ 2,968,375</u>	<u>\$ 1,521,955</u>	<u>\$ (84,690)</u>	<u>\$ 1,566,394</u>	<u>\$ 931,054</u>	<u>\$ 11,262,688</u>

See Independent Accountants' Compilation Report

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MAY 31, 2025**

	SCS, Inc. and related entities	Meadow Road	Page Homestead	Senior Citizens	Westmill	Marlborough Homes	Payson Village	Woodcrest Drive	Cityside	Total
CASH FLOWS FROM OPERATING ACTIVITIES										
Net loss/change in net assets	\$ (57,085)	\$ (143,056)	\$ (180,041)	\$ (82,110)	\$ (124,386)	\$ (92,560)	\$ (126,857)	\$ 12,828	\$ (25,367)	\$ (818,634)
Adjustments to reconcile net loss/changes in net assets to net cash from operating activities:										
Depreciation and amortization	1,258,053	139,499	183,181	78,483	193,367	161,993	125,968	143,835	99,157	2,383,536
Amortization of deferred finance costs	662	-	-	-	-	-	-	-	-	662
Loss on disposal of property	70,472	-	-	21,915	-	-	897	-	3,994	97,278
Loss on investment in limited partnerships	55	-	-	-	-	-	-	-	-	55
Forgiveness of debt	(889,090)	-	-	-	-	-	-	-	-	(889,090)
Decrease (increase) in assets:										
Accounts receivable	(207,820)	1,752	-	-	-	(7,813)	-	2,066	-	(211,815)
Prepaid expenses	81	117	(2,034)	(1,034)	2,503	(7,289)	(9,079)	(3,803)	3,242	(17,296)
Due from related parties	(100)	-	-	-	-	-	-	-	-	(100)
Security deposits	(2,042)	(774)	(541)	(411)	58	1,258	(983)	(762)	(742)	(4,939)
Increase (decrease) in liabilities:										
Accounts payable	(78,094)	(12)	15,299	14,192	(259)	(1,422)	20,849	27,691	1,459	(297)
Accrued expenses	(2,531)	-	-	-	-	2,419	2,000	(6,163)	-	(4,275)
Accrued payroll and payroll taxes	(5,074)	-	-	-	-	-	-	-	-	(5,074)
Other current liabilities	(11,065)	-	-	-	-	-	-	-	-	(11,065)
Refundable advances / prepaid rent	(245,497)	-	(11)	(1,207)	(3,253)	-	(4,233)	-	371	(253,830)
Tenant security deposits	-	774	923	416	(76)	(1,270)	982	765	726	3,240
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(169,075)	(1,700)	16,776	30,244	67,954	55,316	9,544	176,457	82,840	268,356
CASH FLOWS FROM INVESTING ACTIVITIES										
Proceeds from sale of property	706,752	-	-	-	-	-	-	-	-	706,752
Purchase of property	(168,522)	(1,458)	(2,157)	(669)	(779)	(669)	(17,057)	(27,035)	(2,107)	(220,453)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	538,230	(1,458)	(2,157)	(669)	(779)	(669)	(17,057)	(27,035)	(2,107)	486,299
CASH FLOWS FROM FINANCING ACTIVITIES										
Proceeds from long term debt	6,376	-	-	-	-	-	-	-	-	6,376
Repayment of long term debt	(346,524)	-	-	-	(28,893)	-	-	(77,118)	(33,032)	(485,567)
Distributed partner capital	-	-	-	-	(24,096)	-	-	(27,424)	(31,032)	(82,552)
NET CASH USED IN FINANCING ACTIVITIES	(340,148)	-	-	-	(52,989)	-	-	(104,542)	(64,064)	(561,743)
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	29,007	(3,158)	14,619	29,575	14,186	54,647	(7,513)	44,880	16,669	192,912
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	4,050,342	301,424	510,781	40,658	281,010	391,375	166,896	507,020	324,200	6,573,706
CASH AND RESTRICTED CASH, END OF YEAR	\$ 4,079,349	\$ 298,266	\$ 525,400	\$ 70,233	\$ 295,196	\$ 446,022	\$ 159,383	\$ 551,900	\$ 340,869	\$ 6,766,618
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION										
Cash paid during the year for interest	\$ 179,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,076	\$ -	\$ 263,113
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES										
Property financed by long term debt	\$ 76,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,349

See Independent Accountants' Compilation Report

Southwestern Community Services, Inc.
Board of Directors
2026 Composition

	Cheshire County	Sullivan County
CONSTITUENT SECTOR	Ron Nason SCS Tenant Carolyn Hall Head Start Policy Council Parent Representative	Taralyn Bielaski Population Health Dartmouth Hitchcock Medical Center Anne Beattie Newport Service Organization
PRIVATE SECTOR	Kevin Watterson, <i>Chair</i> Keene SwampBats Dominic Perkins, <i>Treasurer/Secretary</i> Senior VP, Retail Administration Savings Bank of Walpole	David Edkins, <i>Vice-Chair</i> Town of Walpole Kerry Belknap Morris, M.Ed. Early Childhood Education River Valley Community College
PUBLIC SECTOR	Jay Kahn Current Mayor, City of Keene Former State Senator, District 10 Andy Bohannon Deputy City Manager City of Keene	Derek Ferland Sullivan County Manager Rep. Hope Damon State Representative, District 8

CAREER OBJECTIVE:

Highly motivated person seeking challenging position where my experience and education will bring value to your organization.

Qualifications:

- Knowledge of Microsoft Word, Excel, Financial Edge, and PaperSave

EDUCATION:

Bachelors of Science in Business Management

Minor in Economics

Keene State College, Keene, NH (2011)

WORK EXPERIENCE:

Agency Fiscal Director

Southwestern Community Services, Keene, NH (2022-present)

- Maintains database for agency insurance for journal entries and submitting reimbursement
- Oversee cash flow for the agency
- Performs/completes monitors for federal programs
- Prepares actual to budget reports and monitors any variances, interprets/shares financials with necessary governing bodies, and reconciles accounts for various federal, state, and local programs
- Prepares any required reporting and invoicing on a regular basis.
- Supervise staff
- Work with CFO in preparation of the audit
- Assists with training and technical assistance support as it is necessary.

Agency Accountant I

Southwestern Community Services, Keene, NH (2020-2022)

- Maintains database for agency insurance for journal entries and submitting reimbursement
- Performs reconciliations of accounts for various federal, state and local programs.
- Prepares actual to budget reports and monitors any variances, interprets/shares financials with necessary governing bodies
- Prepares any required reporting and invoicing on a regular basis.

Account Receivable

Southwestern Community Services, Keene, NH (2019-2020)

- Responsible for maintaining entries into Yardi Genesis 2 regarding tenant receipts via ACH draws, daily intake of money, or HUD payments for Limited Partnership and SCS properties
- Maintains entries into Financial Edge for general ledger and accounts receivable module
- Responsible for online banking activity for SCS and Limited Partnerships
- Responsible for collecting/receiving and depositing all cash receipts for SCS and Limited Partnership
- Work with program directors and vendors for following up and collecting payments
- Maintains database for agency insurance for journal entries and submitting reimbursement

Accounts Payable

Southwestern Community Services, Keene, NH (2016-2019)

- Enter invoices accurately and in a timely manner into Financial Edge for the agency and properties owned as well as Fuel Assistance Program for payment
- Prepare and print checks for the Fuel Assistance Program
- Work with employees to resolve any issues with invoices
- Assist other team members for reimbursement or submitting claims for taxes and insurance
- Retain records for agency owned vehicles for registration/insurance purposes
- Maintain file system for paid/unpaid invoices

Accounts Payable

Hamshaw Lumber, Keene, NH (2011-2016)

- Prep and enter invoices into Eagle Browser for 3 stores
- Select and pay invoices for 2 stores and post payment
- Monthly statement reconciliations for vendors including credit cards
- Work with vendors and staff to research any problems
- Maintain organized filing system for all paid inventory and non-inventory and unpaid invoices
- Assist accounts receivable by helping customer's pay on their account and answer questions

PROFESSIONAL REFERENCES:

- Available upon request

Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Executive Officer

07/2021 – Present

- Oversight of agency departments (Senior Housing, Family Housing, Sullivan County Transportation, WIC, Head Start, Energy Services, Energy Conservation, Community Food, Housing Stabilization, New Hope New Horizons, Human Resources, Fiscal, IT Department, and Maintenance)
- Working with the Board of Directors
- Supervision of Senior Staff
- Agency compliance (federal grants, Dept. of Labor, IRS, Secretary of State, OSHA, etc.)

Chief Operating Officer

03/2016 – 07/2021

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

Director of Energy and Employment Programs

10/2008 – 02/2015

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

Career Navigator, Families at Work

04/2006 – 10/2008

- Provided ongoing support to households transitioning into the workforce
- Processed payments/invoicing for employment support services

Second Start, Concord, NH

Career Development Specialist

11/2004 – 03/2006

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

Southwestern Community Services, Inc., Keene, NH

Case Manager, Homeless Services

09/2002 – 10/2003

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

Case Manager, Welfare-to-Work

05/2000 – 09/2002

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

Education and Training

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

Projects/Appointments

Current Board Member, NH Care Collaborative

Current Member, Sullivan County Public Health Advisory Council

Created Emerging Leaders Program, Southwestern Community Services

References Available

Experience

2000 – Present

Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer (2014 – present)

Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$38 million; federal, state and local funding sources. Primary responsibility is to establish and maintain effective internal controls relative to Uniform Guidance. Including overseeing fiscal policies & procedures, reviewing program budgets and forecasts, reporting to Policy Council and the Board of Directors, preparation of the annual audit and various monitorings. Member of Senior Staff. Supervision of Agency Fiscal Director and Housing Fiscal Director.

Agency/Housing Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000

Emile J. Legere Management Corp
Keene, NH

Accountant

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces (Colony Mill Marketplace).

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH
M.B.A., 1999

Keene State College, Keene, NH
B.S., Management, 1991; concentration Mathematics and Computer Science

AFS Year Program Exchange
1986 New Zealand

HEATHER AMER

ADMINISTRATIVE SUPERVISOR V

CONTACT



PROFILE

Eighteen years of customer service and public relations experience in the human services field. Recruiting, interviewing and hiring for many State Government positions Expert knowledge of local area agencies as well as eligibility guidelines for programs administered by the state and federal government. Meticulous, self-motivated, well organized, and a multitasker with a proven ability to perform in a fast-paced environment. Able to provide excellent customer service to a diverse population.

SKILLS

- LEADERSHIP
- PERFORMANCE MANAGEMENT
- EMPLOYEE RELATIONS
- ONBOARDING
- BENEFITS ADMINISTRATION

EXPERIENCE

State of New Hampshire Department of Health and Human Services Administrative Supervisor V Bureau of Family Assistance

November 2011- Current

Plans, evaluates, organizes, and directs the correct application and implementation of program policy and procedures, and accurate and timely benefit issuance by coordinating, implementing, prioritizing and leading a team by supervising the daily work performance of 10 Family Services Specialists and 3 Family Services Associates. Ensures that department personnel are following all procedures, policies, and guidelines.

Reviews and analyzes program and performance management data, reports and statistical information for performance implications and reviews with subordinate staff to provide constructive feedback, goal- setting and corrective action planning.

Participates in the development and directly responsible for the establishment, monitoring and evaluation of new work methods and office procedures to resolve operational problems, and daily staff workload activity schedules and contingency plans to respond effectively to planned and unplanned fluctuations in staff resources and District Office traffic and caseloads.

Identifies staff training needs, approves training requests and coordinates the provision of training strategies to enhance professional staff development knowledge, and work activity as well as conduct presentations and trainings to large groups or area agencies.

Responsible for personnel decisions and actions including performance evaluation, employee discipline including recommending termination, assigning work, and interviewing and selection of new staff.

EDUCATION

Franklin Pierce University

2014 - 2017

Bachelors of Arts Human Services. GPA 3.72

Degree Honors- Magna Cum Laude

Certified Public Supervisor Course- State of New Hampshire

2009

Terra Rogers

PROFESSIONAL PROFILE: Current Director of Energy and Employment Programs with 15+ years of experience in a non-profit setting.

MANAGEMENT AND SOCIAL SERVICE SKILLS

- Personnel Relations
 - Strong PC skills
 - Human Resources
 - Problem Solving
 - Lead and Motivate
 - Excellent Communication
 - Community Outreach
 - Decision Making
 - Interviewing
 - Database Management
 - Training and Development
 - Maintain Confidentiality
-

EXPERIENCE

Southwestern Community Services [Keene/Claremont, NH] **11/2006- Current**

Director of Energy and Employment Programs (11/2015- Current)

Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance and Assurance 16.

WIOA Employment Counselor (11/2006- 11/2015)

Provide career management services to eligible customers with a focus on helping them obtain employment. Follows stringent guidelines and extensive documentation to help ensure program is running with federal and state government regulations. Serves as a liaison between customers, instructors, school administrators and businesses. Strong understanding of community resources to help provide appropriate referrals throughout the community.

Staples [various locations throughout VT, ME, NY and NH] **9/1996- 11/2006**

Operations Manager

Consistently promoted over a 10 year period. Established and maintained all store operations. Provided high end customer service which helped to continuously exceed maximum sales goals. Fulfilled a broad range of HR functions, including recruiting, onboarding, evaluations, staff training, administering benefits, overseeing disciplinary action and managing store personnel. Managed staff payroll, store scheduling, company marketing and overall store presentation.

EDUCATION

Granite State College- Concord, NH

Bachelor of Science (BS) in Behavioral Science (Magnum Cum Laude)

Graduated June 2012

NH Department of Energy

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Southwestern Community Services Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Beth Danies	CEO	\$142,00	\$0
Margaret Freeman	CFO	\$131,029	\$0
Sarah Croteau	Agency Fiscal Director	\$67,600	\$0
Heather Amer	COO	\$84,080.10	\$0
Terra Rogers	Director of Energy Services Program	\$68,640	\$34,320