



MARGARET WOOD HASSAN  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
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October 1, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

**REQUESTED ACTION**

1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with the Community Action Partnership of Strafford County (VC #177200), Dover, NH in the amount of \$48,600.00 for the repair or replacement of malfunctioning heating systems in low-income households receiving weatherization services, effective October 16, 2013 through September 30, 2014, upon approval of Governor and Executive Council. 100% Federal Funds (US DHHS/LIHEAP).

Funding is available in the following account, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified:

<u>Office of Energy &amp; Planning, Fuel Assistance</u>	<u>FY 2014</u>	<u>FY 2015</u>
01-02-02-024010-77050000	\$36,450.00	\$12,150.00
074 500587 Grants for Pub Assist & Relief		

2) Further request authorization to advance to the vendor \$16,038.00 of the above-referenced contract amount.

**EXPLANATION**

This contract is **SOLE SOURCE** because although the Heating Repair and Replacement Program (HRRP) is funded by the US Department of Health and Human Services, it is implemented in coordination with the U.S. Department of Energy's (US DOE) Weatherization Assistance Program. The Weatherization Program is delivered by the New Hampshire Community Action Agencies (CAAs), as they have preferred status under US DOE grant guidance due to their nonprofit status, their role providing a range of services to clients eligible for weatherization, and their historical performance in delivering the Weatherization Program.

OEP is responsible for administering both the Weatherization Program and the HRRP. The objective of Weatherization is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with infant children, and households with high-energy usage. The HRRP funds provide important repairs or heating system replacements to eligible families whose heating systems have failed or require repair in order to operate safely. Each year dozens of heating systems are repaired or replaced, providing much needed heat to low income families, and often enabling weatherization improvements to their homes.

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The advance of funds will allow the CAAs to respond quickly when the need arises for a heating system repair or replacement, so that they can pay contractors and vendors in advance of receiving monthly reimbursements from the State. Smaller contractors often do not have the capital to carry expenses for extended periods of time, and the CAAs often do not have other funds sufficient to pay the contractors before monthly reimbursement is received.

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

Respectfully submitted,



Meredith A. Hatfield  
Director

MAH:KS

Enclosures

Subject: Community Action Partnership of Strafford County – HRRP 13

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant St., Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address PO Box 160, Dover, NH 03821-0160	
1.5 Contractor Phone No (603) 516-8130	1.6 Account Number 01-02-02-024010-77050000-500587 02HRRP13A	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$48,600.00
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature <i>Mark Rideout</i>		1.12 Name and Title of Contractor Signatory Mark Rideout, Board Chairperson	
1.13 Acknowledgment: State of <u>NH</u> County of <u>Strafford</u> On <u>September 27, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL] <i>Jennifer L. Letson</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Jennifer L. Letson, Executive Assistant</i>			
1.14 State Agency Signature, <i>M.A.H.</i>		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <i>10-1-13</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is

not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 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.

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

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

**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.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims,

liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**New Hampshire Office of Energy and Planning**

**EXHIBIT A**

**Scope of Services**

1. The Low Income Home Energy Assistance Program (LIHEAP) weatherization contract term is from October 16, 2013 through September 30, 2014.
2. The Contractor agrees to perform Heating Repair and Replacement (HRRP) and/or Building Weatherization Program (BWP) Weatherization Services, and all such Services and other work necessary to operate said Services for low income individuals in accordance with the regulations set forth by the U.S. Department of Energy in 10 CFR 440 dated February 1, 2002, and 10 CFR 600 as amended, when applicable in accordance with the Low Income Home Energy Assistance Program Federal regulations 45 CFR 96; and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Program (NHWP) State Plan, NHWP Policies and Procedures Manual and Field Guide; and as otherwise administered by the Office of Energy and Planning (OEP).

Periodically OEP may issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into the NHWP Policies and Procedures Manual. The Contractor agrees to alter the Program procedures in accordance with a SG, SN, or other instructions.

3. The Contractor agrees to perform Weatherization Services as identified in Exhibit "B" as HRRP and/or BWP on the number of units proposed in the Management Plan submitted to and approved by OEP according to the standards outlined in the most recent NHWP Policies and Procedures Manual. The Management Plan shall be submitted to OEP within thirty days of Governor and Council contract approval.
  - a) Unit production, the number of heating systems repaired or replaced and the amount of funds to be expended shall conform with the Management Plan approved by OEP. Best efforts should be made to expend all funds within the allotted contract period. Deviations of more than 20% from expected production goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors. Reallocations will occur at OEP's discretion.
  - b) HRRP funds shall only be used for the repair or replacement of heating and heating distribution systems, domestic hot water systems and associated repairs necessary to perform said heating system or distribution repairs and shall be repaired or replaced as described in the most recent NHWP Policies and Procedures Manual. Any units determined not to meet minimum program standards shall be improved to meet said standards within thirty days of notification or the costs associated with such unit will be disallowed by OEP and the unit will not count as a production completion.
  - c) BWP funds, when available, are to be used for weatherization activities in accordance with all NHWP standards as identified in Part 2, above.
4. This agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, I, and J, which are all incorporated herein by reference as if fully set forth herein.

**New Hampshire Office of Energy and Planning**

**EXHIBIT B**

**Methods and Conditions of Payment**

In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay the Contractor, Community Action Partnership of Strafford County, up to the total sum of:

\$48,600.00	(which hereinafter is referred to as the "Grant"), of which
\$ 2,430.00	is to be spent on HRRP related administrative costs,
\$ 16,038.00	will be issued as a cash advance for HRRP production.

Cash advances will be distributed as soon as possible but not before the funds are available federally, by and for the State.

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need with supporting documentation as identified in the NHWP Policies and Procedures Manual is submitted to OEP. Disbursement of the Grant shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWP Policies and Procedures Manual.

Administrative costs are provided in exchange for a specified number of unit completions at minimal standards. Administrative funds may be pro-rated by OEP if production unit completions do not meet expected production goals.

OEP will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary and identified in Exhibit "A" part 3(a) to ensure the efficient and effective operation of the Grant as long as these modified expenditures do not exceed the "Grant" total amount as specified above.

**New Hampshire Office of Energy and Planning**

EXHIBIT C

Special Provisions

1. 10 CFR 600 as amended (Financial Assistance Rules), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Program (NHWP) State Plan, NHWP Policies and Procedures Manual, and NHWP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The Office of Energy and Planning (OEP) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Program.

2. An audit shall be made at the end of the Contractor's fiscal year in accordance with the audit requirements of the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education, and other Non-profit Organizations." (10 CFR 600.126)

This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

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

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

"9.4 All negotiated contracts (except those of \$5,000 or less) awarded by OEP to the Contractor shall allow OEP, DOE, Health and Human Services, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Subgrantee or their subcontractors, which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcription."

4. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 10 CFR 600.127 and OMB Circular A-122.

5. Program and financial records pertaining to this contract shall be retained by OEP and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOE. (10 CFR Subpart B Part 600.153)

6. The following paragraphs shall be added to the general provisions:

“22. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

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

“24. COPELAND ANTI-KICKBACK ACT. All contracts and subgrants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subgrantee should report all suspected violations to OEP.”

“25. PROCUREMENT. Subgrantee shall comply with all provisions of 10 CFR 600.140-600.148 with special emphasis on financial procurement and property management.”

7. The language in paragraph 14.1.1 of the general provisions will be modified as follows:

“14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and excess liability of \$2,000,000 general aggregate.”

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT D**

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

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS  
US DEPARTMENT OF LABOR  
US 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 grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Director, New Hampshire Office of Energy and Planning,  
107 Pleasant Street, Johnson Hall, Concord, NH 03301

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

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

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

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

Place of Performance (street address, city, county, State, zip code) (list each location)  
270 County Farm Road, Dover, Strafford County, NH 03820

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

Community Action Partnership of Strafford County

Contractor Name

October 16, 2013 thru September 30, 2014

Period Covered by this Certification

Mark Rideout, Board Chairperson

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

9/27/13

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):
Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: October 16, 2013 through September 30, 2014

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

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

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

Contractor Signature: [Handwritten Signature]
Mark Rideout, Board Chairperson
Contractor's Representative Title

Community Action Partnership of Strafford County
Contractor Name
9/27/13
Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT F**

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) 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 DHHS 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, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency 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. See the attached definitions.
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 DHHS.
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 DHHS, 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 Nonprocurement 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, DHHS may terminate this transaction for cause or default.

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

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

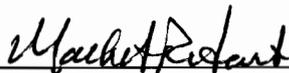
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (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.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

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

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



Contractor Signature

Mark Rideout, Board Chairperson

Contractor's Representative Title

Community Action Partnership of Strafford County

Contractor Name

9/27/13

Date

**New Hampshire Office of Energy and Planning**

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Contractor Representative Signature

Mark Rideout, Board Chairperson

Contractor's Representative Title

Community Action Partnership of Strafford County.

Contractor Name

9/27/13

Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT H**

**CERTIFICATION**

**Public Law 103-227, Part C**

**ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, 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 this 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/grantee certifies that it will comply with the requirements of the Act.

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



Contractor Representative Signature

Mark Rideout, Board Chairperson

Contractor's Representative Title

Community Action Partnership of Strafford County

Contractor Name

9/27/13  
Date

STANDARD EXHIBIT I

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS

OMB Burden Disclosure Statement

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

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

**Applicability and Period of Obligation**

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

**Employment Practices**

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

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

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

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

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

**Applicant Certification**

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

Mark Rideout, Board Chairperson

Signature Mark Rideout Date 9/27/13

Community Action Partnership of Strafford County  
270 County Farm Road, PO Box 160  
Dover, NH 03821-0160  
603-516-8130



New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 099 356 586

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: \_\_\_\_\_

Contractor initials: MLAR

Date: 9/27/13

Page 2 of 2

CFDA: 93.568 Grant: G-13B1NHLIEA

**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTES**

**(Corporate Authority)**

I, Colene Arnold, Clerk/Secretary of Community Action Partnership of Strafford County  
(name) (corporation name)

(hereinafter the "Corporation"), a NH corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on Nov. 30, 2012, such authority  
(date)  
to be in force and effect until September 30, 2014.  
(contract termination date)

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

Betsy Andrews Parker  
(name)

Executive Director  
(position)

Mark Rideout  
(name)

Board Chairperson  
(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire  
(state of incorporation)  
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded  
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
27 day of September, 2013.

Colene Arnold  
Clerk/Secretary

STATE OF NH  
COUNTY OF Strafford

On this 27 day of September, 2013, before me, Jennifer L. Letson the  
undersigned Officer, personally appeared Colene Arnold who acknowledged her/himself  
to be the Secretary of Community Action of Strafford City a corporation and that  
she/he as such Secretary being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

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

Jennifer L. Letson  
Notary Public/Justice of the Peace

Commission Expiration Date: 9/9/14





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/5/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CGI Insurance PO Box 1260 North Hampton NH 03862	<b>CONTACT NAME:</b> Kathleen M. Flibotte, CISR <b>PHONE (AC, No, Ext):</b> 603.898.6500 <b>FAX (AC, No):</b> 603.870.9444 <b>E-MAIL ADDRESS:</b> kflibotte@dbwarlick.com <b>PRODUCER CUSTOMER ID#:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Peerless Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER B:</b> Travelers Indemnity Co</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Peerless Insurance Company		<b>INSURER B:</b> Travelers Indemnity Co		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER E:</b>														
<b>INSURER F:</b>														
<b>INSURED</b> Community Action Partnership of Strafford County & CAP of Strafford County Head Start PO Box 160 Dover NH 038211060														

**COVERAGES**                      **CERTIFICATE NUMBER:** 12/13 Revised Master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CBP8935364	12/31/2012	12/31/2013	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8938564	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CU8939364	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6KUB5834239-1-12	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions Liability			CBP8935364	12/31/2012	12/31/2013	Limit: \$1,000,000/\$1,000,000 Deductible: 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Workers Compensation Coverage - STATUTORY STATE: NH                      The following Officers have not elected coverage under the Workers Compensation: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas

## CERTIFICATE HOLDER

Office of Energy and Planning  
 Johnson Hall, 3rd Floor  
 107 Pleasant Street  
 Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 Edward Young/KF

**Community Action Partnership  
of Strafford County**

**Single Audit Reports**

**December 31, 2012**

**Ron L. Beaulieu & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**DECEMBER 31, 2012**

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**Ron L. Beaulieu & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbc.com](http://www.rlbc.com)  
[accting@rlbc.com](mailto:accting@rlbc.com)

41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

**INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF  
EXPENDITURES OF FEDERAL AWARDS**

To the Board of Directors of  
Community Action Partnership of Strafford County  
Dover, New Hampshire

We have audited the financial statements of Community Action Partnership of Strafford County as of and for the year ended December 31, 2012, and have issued our report thereon dated July 31, 2013, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information such as the schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Ron L. Beaulieu & Co.*

Portland, Maine  
September 11, 2013

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED DECEMBER 31, 2012**

Federal Grantor Pass-Through Grantor Program Title or Cluster	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
<b>U.S. DEPARTMENT OF AGRICULTURE</b>			
Passed through State of New Hampshire Department of Education Child and Adult Care Food Program	10.558	4300-ZZZ	125,070
Summer Food Service Program For Children	10.559	4300-ZZZ	9,213
<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>			
Passed through City of Dover, New Hampshire Community Development Block Grant / Entitlement Grant	14.218	N/A	27,281
Passed through City of Rochester, New Hampshire Community Development Block Grant / Entitlement Grant Total Program	14.218	N/A	27,469 <u>54,750</u>
Passed through State of New Hampshire Department of Health and Human Services Supportive Housing Program	14.235	010-092-7176-102-0145	62,602
Passed through Community Partners/Behavioral Health/Services Supportive Housing Program Total Program	14.235	N/A	14,366 <u>76,968</u>
Passed through Belknap-Merrimack County, Inc. Lead Based Paint Control Grant in Privately-Owned Housing	14.900	N/A	47,068
<b>U.S. DEPARTMENT OF LABOR</b>			
Passed through Southern New Hampshire Services, Inc. WIA Cluster WIA Adult Program WIA Dislocated Workers Total Program	17.258 17.278	1018853 1018853	89,020 46,416 <u>135,436</u>
<b>U.S. DEPARTMENT OF ENERGY</b>			
Passed through State of New Hampshire Governor's Office of Energy & Community Services Weatherization Assistance for Low-Income Persons	81.042	01-02-02-024010-7706-074- 500587	114,534

See accompanying independent auditors' report and management's notes to schedule of expenditures of federal awards.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)  
YEAR ENDED DECEMBER 31, 2012**

Federal Grantor Pass-Through Grantor Program Title or Cluster	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
ARRA - Weatherization Assistance for Low-Income Persons Total Program	81.042	010-002-0851-074-0587	487,245 <u>601,779</u>
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
Direct Program:			
Head Start Cluster:			
Head Start	93.600	01CH1366	2,172,991
ARRA - Early Head Start	93.709	01SH1366	81,277
Total Program			<u>2,254,268</u>
Passed through State of New Hampshire Division of Elderly and Adult Services Special Programs for the Aging—Title III, Part B- Grants for Supportive Services and Senior Centers	93.044	010-048-7872-512-0352	44,651
Passed through State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-6146	13,427
Passed through Southern New Hampshire Services, Inc.			
Temporary Assistance for Needy Families	93.558	1024239	85,546
Total Program			<u>98,973</u>
Passed through State of New Hampshire Governor's Office of Energy & Planning			
Low-Income Home Energy Assistance	93.568	01-02-02-024010- 77050000-074- 500587	2,740,804
Passed through State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health			
Affordable Care Act - Maternal, Infant and Early Childhood Home Visiting	93.505	05-95-90-902010-5896	146,352
Social Services Block Grant	93.667	05-95-40-404010-5850	77,056
Maternal and Child Health Services Block Grant to the States	93.994	05-95-90-902010-5190	357
Passed through State of New Hampshire, DHHS, DFA Community Services Block Grant	93.569	010-045-7148-093-0415	445,384
<b>TOTAL FEDERAL EXPENDITURES</b>			<u><u>6,858,129</u></u>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
DECEMBER 31, 2012**

**NOTE 1- BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Community Action Partnership of Strafford County, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Partnership of Strafford County.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
DECEMBER 31, 2012**

**All Federal Award Programs**

**FINDING 2011-1: Preparation of Financial Statements**

*Condition:* Management is not having fiscal year-end financial statements prepared, in accordance with generally accepted accounting principles, in a timely fashion.

*Recommendation:* Implement a policy that will define a reasonable time period for having financial statements prepared.

*Current Status:* Management has established and followed an attainable policy to prepare financial statements in a timely manner.

**FINDING 2011-2: Accounts Receivable**

*Condition:* Management is not following documented policy to record revenues on the accrual basis of accounting.

*Recommendation:* Follow policy in fiscal procedures manual requiring approved billings to be processed in accounting system prior to sending them to the appropriate funding source.

*Current Status:* Management is recording receivables at the time they invoice the customer, and works in progress on a systematic basis throughout the year.

# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbc.com](http://www.rlbc.com)  
[accting@rlbc.com](mailto:accting@rlbc.com)

41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

### **INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors of  
Community Action Partnership of Strafford County  
Dover, New Hampshire

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

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2012. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

#### ***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal programs.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

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

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

### **Report on Internal Control Over Compliance**

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Strafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Ron L. Beaulieu & Co.*

Portland, Maine  
September 11, 2013

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
DECEMBER 31, 2012**

**Section I - Summary of Auditors' Results**

*Financial Statements*

Type of auditors' report issued: unqualified

Internal control over financial reporting:

Significant deficiency disclosed  yes  no

Material weakness disclosed  yes  no

Material noncompliance disclosed  yes  no

*Federal Awards*

Internal control over major programs:

Significant deficiency disclosed  yes  no

Material weakness disclosed  yes  no

Type of auditors' report issued on compliance for major programs: unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?  yes  no

Identification of major programs:

<u>Name of Federal Program</u>	<u>CFDA Number</u>
Weatherization Assistance For Low-Income Persons	81.042
Low-Income Home Energy Assistance Program	93.568
Affordable Care Act - Maternal, Infant and Early Childhood Home Visiting	93.505

Dollar threshold to distinguish between Type A and Type B programs: \$ 300,000

Auditee qualified as low-risk auditee?  yes  no

**Section II - Financial Statement Findings**

No Findings

**Section III - Federal Award Findings and Questioned Costs**

No Matters Reported



## **COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

### **2013 BOARD OF DIRECTORS**

**Rev. Mark Rideout, Board Chairperson**

**Carol Garlough, Vice-Chair**

**Amy Michaels, Secretary**

**Jeni Mosca, Treasurer**

**Timothea Smith**

**Davia A. Terlemezian**

**Arianna Adams**

**Lori Hults**

**Kimberly Alty**

**Don Routhier**

**Jason Shute**

**Carrie Keech**

**Colene M. Arnold, MD**

**Lauren Berman**

**Andy Crone**

Community Action Partnership of Strafford County

**WEATHERIZATION ASSISTANCE PROGRAM CONTRACT - HRRP  
FOR THE PERIOD OCTOBER 16, 2013 TO SEPTEMBER 30, 2014**

**KEY PERSONNEL**

<u>Name / Title</u>	<u>Salary</u>
Kenn Ortmann Community and Housing Development Director	\$63,003.00
Josh Turgeon Weatherization Program Coordinator	\$45,552.00
Betsy Andrews Parker Executive Director	\$95,000.00

**KENNETH N. ORTMANN**

**EMPLOYMENT**

**6/13 to present: Community and Housing Development Director, Community Action Partnership of  
Strafford County**

*Responsible for administering the agency's Weatherization Program, Workforce, Housing and Homeless Prevention programs and others as needed. Work with various committees and non-profit organizations which provide economic development, housing and homeless prevention services in the region. Monitor affordable housing funding opportunities and housing policy and opportunities at the federal, state and local level. Provide assistance to and coordinates with non-profit and for-profit organizations that develop affordable housing. Also responsible for timely completion and submittal of grant applications, tracking of applications, receipt of grants, monitoring grant activity to ensure adherence to grant timelines and budgets, and preparing quarterly, semi-annual, annual and close-out grant reports for submission to grantor and/or other regulatory agencies.*

**11/97 to 6/13: Director, Department of Planning and Development, City of Rochester, NH**

*The Department of Planning and Development is responsible for the Planning, Zoning, and Community Development functions of the City. The Department provides advice, guidance, and staff support for the Planning Board, the Zoning Board of Adjustment (ZBA), the Conservation Commission, the Historic District Commission, the Arts and Culture Commission, the City Manager and the City Council. The Department is responsible for preparing the annual Community Development Block Grant program funding application as well as reviewing funding requests from sub-recipients.*

**8 & 9/02, 1&2/04: Interim City Manager, City of Rochester, NH**

*Assumed City Manager responsibilities during search process for a new permanent City Manager.*

**1/94 to 11/97: Principal Planner, Office of State Planning, State of New Hampshire**

**6/93 to 1/94: Town Planner, Alton, New Hampshire**

**3/93 to Present: Principal, Woodsedge Marketing, LTD.**

**7/91 to 3/93: Senior Planner, Provan & Lorber, Inc.**

**11/90 to 6/93: Vice President, Pipers Landing Asset Management Group**

**7/88 to 11/90: Director, Planning and Development, Susan J. Conway, Real Estate Development**

**1/84 to 7/88: Director, Department of Planning, Development and Zoning, Rochester, NH**

**8/81 to 12/83: Coordinator, Office of Community Development, Rochester, NH**

**EDUCATION**

**CONTINUING EDUCATION:** Antioch New England Institute/NH Local Government Center Municipal Leadership Institute  
Certificate, Local Government Leadership, December 2005

**ADVANCED CERTIFICATES:** National Development Council  
Certificate, Economic Development Financial Professional (EDFP),  
January 1996

Department of Community Programs, University of Southern Maine  
Certificate, Program in Conflict Management, February 1993

**GRADUATE SCHOOL:** Program in Engineering for Public Systems, University of Michigan  
Degree: Master of Science (Public Systems Engineering) (M.S.(P.S.E.)),  
December 1975

UNDERGRADUATE: College of Engineering, University of Michigan  
Degree: Bachelor of Science, Electrical Engineering (B.S.E.E.), May 1974

### **MILITARY**

SERVICE: USAF Reserve (1970-1973) and USN Reserve (1973-1976)

### **PROFESSIONAL ORGANIZATIONS**

12/86 to present: New Hampshire Planners Association

### **EXTRACURRICULAR ACTIVITIES**

Big Brothers and Big Sisters Organization

Big Brother from 1980 to 1988, Board Member from 1981 to 1991

First Congregational Church, Rochester

Diaconate, Trustee, and Stewardship members 1984 to present, Vice Moderator and Moderator 1987 to 2004 and 2011 to present

Rochester Planning Board

Secretary 1984 to 1988 and regular member 1988 to May 1991

Rochester Solid Waste/Recycling Task Force

Member 1/88 to present, Chair from January 1992 to January 1996

Rochester Master Plan Committee member & Sub-Committee Chair

January 1988 to December 1991

Rochester City Councilor

May 1991 to December 1991

Cooperative Alliance for Seacoast Transportation (COAST)

Member, representing the City of Rochester, from February 1982 to present

Vice Chair 5/83 to 1/88, Chair 1/88 to 12/92 and 9/99 to 8/00, Secretary 1/93 to 8/99, Executive Committee 5/83 to present

New Hampshire Housing Finance Authority Board Vice Chair & Committee Chair

July 2003 to present

Skyhaven Airport Advisory Committee Member and Vice Chair

January 2009 to present

New Hampshire Farm Museum Board Member

March 2005 to June 2011

United Way of the Greater Seacoast Board Member

January 2007 to 2010

New Hampshire Charitable Foundation Piscataqua Region Board member

January 2011 to present

### **RECOGNITION**

Honored by Greater Rochester, NH Chamber of Commerce as 2012 Rochester Citizen of the Year

**JOSH TURGEON****Weatherization Program Coordinator**

Community Action Partnership of Strafford County

P.O. Box 160, Dover, NH 03821-0160

**RESIDENTIAL ENERGY SPECIALIST****PROFILE**

10 Years Residential Construction Experience  
 5 Year Residential Energy Auditor Experience  
 1 Year Photovoltaic Solar Panel Installation Experience

<b>QUALIFICATIONS</b>	<ul style="list-style-type: none"> <li>• BPI Building Analyst</li> <li>• BPI Envelope Professional</li> <li>• BPI Multifamily Building Analyst</li> <li>• BPI Manufactured Housing Professional</li> <li>• BPI Air Leakage Control Installer</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Office/Outlook/Word/Excel</li> <li>• Advanced Blower Door/Duct Testing</li> <li>• Infrared Inspection</li> <li>• Combustion Safety Testing</li> <li>• TREAT &amp; TECTITE Software</li> </ul>																
<b>HIGHLIGHTS OF EXPERIENCE</b>	<p>Working to improve the health, safety, comfort, and affordability of homes by providing targeted weatherization and repair work.</p> <p>The ability to work independently or together with co-workers and contractors on construction and weatherization jobs.</p> <p>Encountering new situations and problems regularly and working to find the best solution.</p>																	
<b>EMPLOYMENT</b>	<table border="0"> <tr> <td data-bbox="537 737 1130 789"><b>CAP / WAP Energy Auditor/Program Coordinator</b> <i>Strafford County Community Action, Inc., Dover, NH</i></td> <td data-bbox="1281 758 1446 783">2009 - Current</td> </tr> <tr> <td data-bbox="537 800 1154 852"><b>Lakes Region Community College</b> <i>Efficiency Program Instructor and Proctor(sub-contracted)</i></td> <td data-bbox="1284 810 1422 835">2011 - 2013</td> </tr> <tr> <td data-bbox="537 863 1008 915"><b>CAP / WAP Energy Auditor</b> <i>Lynn Economic Opportunity, Inc., Lynn, MA</i></td> <td data-bbox="1281 884 1422 909">2009 - 2009</td> </tr> <tr> <td data-bbox="537 926 935 978"><b>Photovoltaic Solar Installer:</b> <i>PhotovoltUS, Inc., Cape Neddick, ME</i></td> <td data-bbox="1281 947 1422 972">2008 - 2009</td> </tr> <tr> <td data-bbox="537 989 992 1041"><b>Siding / Light Carpentry:</b> <i>Nicely Done Exteriors, LLC., Hampton, NH</i></td> <td data-bbox="1281 1010 1422 1035">2007 - 2009</td> </tr> <tr> <td data-bbox="537 1052 935 1104"><b>Framer / Homebuilder:</b> <i>R.C. Stonehouse Builders, Dover, NH</i></td> <td data-bbox="1281 1073 1422 1098">2003 - 2007</td> </tr> </table>		<b>CAP / WAP Energy Auditor/Program Coordinator</b> <i>Strafford County Community Action, Inc., Dover, NH</i>	2009 - Current	<b>Lakes Region Community College</b> <i>Efficiency Program Instructor and Proctor(sub-contracted)</i>	2011 - 2013	<b>CAP / WAP Energy Auditor</b> <i>Lynn Economic Opportunity, Inc., Lynn, MA</i>	2009 - 2009	<b>Photovoltaic Solar Installer:</b> <i>PhotovoltUS, Inc., Cape Neddick, ME</i>	2008 - 2009	<b>Siding / Light Carpentry:</b> <i>Nicely Done Exteriors, LLC., Hampton, NH</i>	2007 - 2009	<b>Framer / Homebuilder:</b> <i>R.C. Stonehouse Builders, Dover, NH</i>	2003 - 2007				
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<b>EDUCATION / CERTIFICATION</b>	<table border="0"> <tr> <td data-bbox="537 1199 943 1224"><b>BPI Building Analyst Professional</b></td> <td data-bbox="1281 1199 1438 1224">October, 2009</td> </tr> <tr> <td data-bbox="537 1230 854 1255"><b>BPI Envelope Professional</b></td> <td data-bbox="1281 1230 1438 1255">October, 2009</td> </tr> <tr> <td data-bbox="537 1262 927 1287"><b>BPI Multifamily Building Analyst</b></td> <td data-bbox="1281 1262 1422 1287">March, 2010</td> </tr> <tr> <td data-bbox="537 1293 1016 1318"><b>BPI Manufactured Housing Professional</b></td> <td data-bbox="1281 1293 1438 1318">October, 2011</td> </tr> <tr> <td data-bbox="537 1325 1040 1377"><b>BPI Air Leakage Control Installer</b> <i>Building Performance Institute, Inc., Malta, NY</i></td> <td data-bbox="1281 1325 1438 1350">January, 2012</td> </tr> <tr> <td data-bbox="537 1383 967 1436"><b>Certified Residential Energy Auditor</b> <i>New Hampshire OEP, Concord, NH</i></td> <td data-bbox="1281 1383 1398 1409">July, 2009</td> </tr> <tr> <td data-bbox="537 1442 967 1495"><b>Certified Residential Energy Auditor</b> <i>Massachusetts DHCD, Boston, MA</i></td> <td data-bbox="1281 1442 1398 1467">April, 2009</td> </tr> <tr> <td data-bbox="537 1501 1016 1556"><b>Certified Residential Energy Auditor</b> <i>Maine State Housing Authority, Augusta, ME</i></td> <td data-bbox="1281 1501 1438 1526">October, 2008</td> </tr> </table>		<b>BPI Building Analyst Professional</b>	October, 2009	<b>BPI Envelope Professional</b>	October, 2009	<b>BPI Multifamily Building Analyst</b>	March, 2010	<b>BPI Manufactured Housing Professional</b>	October, 2011	<b>BPI Air Leakage Control Installer</b> <i>Building Performance Institute, Inc., Malta, NY</i>	January, 2012	<b>Certified Residential Energy Auditor</b> <i>New Hampshire OEP, Concord, NH</i>	July, 2009	<b>Certified Residential Energy Auditor</b> <i>Massachusetts DHCD, Boston, MA</i>	April, 2009	<b>Certified Residential Energy Auditor</b> <i>Maine State Housing Authority, Augusta, ME</i>	October, 2008
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**JOSH TURGEON****Weatherization Program Coordinator**

Community Action Partnership of Strafford County

P.O. Box 160, Dover, NH 03821-0160

**RESIDENTIAL ENERGY SPECIALIST****PROFILE**

10 Years Residential Construction Experience  
 5 Year Residential Energy Auditor Experience  
 1 Year Photovoltaic Solar Panel Installation Experience

<b>QUALIFICATIONS</b>	<ul style="list-style-type: none"> <li>• BPI Building Analyst</li> <li>• BPI Envelope Professional</li> <li>• BPI Multifamily Building Analyst</li> <li>• BPI Manufactured Housing Professional</li> <li>• BPI Air Leakage Control Installer</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Office/Outlook/Word/Excel</li> <li>• Advanced Blower Door/Duct Testing</li> <li>• Infrared Inspection</li> <li>• Combustion Safety Testing</li> <li>• TREAT &amp; TECTITE Software</li> </ul>
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<b>HIGHLIGHTS OF EXPERIENCE</b>	<p>Working to improve the health, safety, comfort, and affordability of homes by providing targeted weatherization and repair work.</p> <p>The ability to work independently or together with co-workers and contractors on construction and weatherization jobs.</p> <p>Encountering new situations and problems regularly and working to find the best solution.</p>
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<b>EMPLOYMENT</b>	<p><b>CAP / WAP Energy Auditor/Program Coordinator</b>  <i>Strafford County Community Action, Inc., Dover, NH</i> 2009 - Current</p> <p><b>Lakes Region Community College</b>  <i>Efficiency Program Instructor and Proctor(sub-contracted)</i> 2011 - 2013</p> <p><b>CAP / WAP Energy Auditor</b>  <i>Lynn Economic Opportunity, Inc., Lynn, MA</i> 2009 - 2009</p> <p><b>Photovoltaic Solar Installer:</b>  <i>PhotovoltUS, Inc., Cape Neddick, ME</i> 2008 - 2009</p> <p><b>Siding / Light Carpentry:</b>  <i>Nicely Done Exteriors, LLC., Hampton, NH</i> 2007 - 2009</p> <p><b>Framer / Homebuilder:</b>  <i>R.C. Stonehouse Builders, Dover, NH</i> 2003 - 2007</p>
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<b>EDUCATION / CERTIFICATION</b>	<p><b>BPI Building Analyst Professional</b> October, 2009</p> <p><b>BPI Envelope Professional</b> October, 2009</p> <p><b>BPI Multifamily Building Analyst</b> March, 2010</p> <p><b>BPI Manufactured Housing Professional</b> October, 2011</p> <p><b>BPI Air Leakage Control Installer</b> January, 2012  <i>Building Performance Institute, Inc., Malta, NY</i></p> <p><b>Certified Residential Energy Auditor</b> July, 2009  <i>New Hampshire OEP, Concord, NH</i></p> <p><b>Certified Residential Energy Auditor</b> April, 2009  <i>Massachusetts DHCD, Boston, MA</i></p> <p><b>Certified Residential Energy Auditor</b> October, 2008  <i>Maine State Housing Authority, Augusta, ME</i></p>
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## **Betsey Andrews Parker, MPH**

### **Work Experience:**

*Executive Director, Community Action Partnership of Strafford County, Dover, New Hampshire, 2010-present.*

- Managed daily operations of a nonprofit organization including: finance, board and staff meetings, public relations, grant writing, staff supervision and program development.
- Responsibilities included: development and management of 9.7 million annual budget, coordination of 133 staff and ten offices, program delivery, development and special events, public relations, and donor management.

*Homeland Security Public Health Practice Lead, URS Federal Services Inc., 2008 – 2010.*

- Provide project support to develop, execute, and evaluate a series of Senior Action Officer Preparedness Exercises for the U.S. Department of Health and Human Services focusing on international pandemic influenza containment and response effort, anthrax, presidential transition, medical surge and other public health emergencies.
- Provide recommendations to higher-level Health and Human Services officials regarding proposals, actions, and reports relative to emergency preparedness.
- Revised International Pandemic Influenza Playbook, decision and briefing papers based on Pandemic Influenza Exercise series and H1N1 lessons learned.
- Work with complete spectrum of Government agencies and departments associated with Health and Human Services public health response activities.
- Developed Homeland Security compliant Do-It-Yourself training program for U.S. Department of Agriculture focusing on intentional contamination of the national school lunch program.
- Trainer and Public Health Subject Matter Expert, National League of Cities Crisis Management for Elected Officials Training Program.

*Executive Director, Northern Strafford County Health & Safety Council, Rochester, NH, 2003 – 2008.*

- Created a nonprofit organization with municipal and private partners to coordinate public health initiatives in Northern Strafford County. Organization became a best practice model for public health networks in NH.
- Managed daily operations of a nonprofit organization including: finance, board and staff meetings, public relations, grant writing, staff supervision and program development.
- Grew organization from \$75,000 to over \$425,000 yearly operating budget with five full time staff.
- Awarded and managed Drug Free Communities grant for Rochester Substance Abuse Prevention coalition.
- Awarded and managed 21<sup>st</sup> Century After School program from the NH Department of Education.
- Developed bio-terrorism, volunteer management, risk communication, mass vaccine distribution and all health hazard emergency response plans for the six municipalities in Northern Strafford County.

*Executive Director, American Red Cross Great Bay Chapter, Dover, New Hampshire, 2000-2003.*

- Successfully merged Strafford and Seacoast Chapters integrating financial, program service, donors, and volunteers to create largest Chapter (geographic) and third largest fiscal operation in New Hampshire.

- Responsibilities included: development and management of \$580,000 annual budget, coordination of eight staff and two offices, program delivery for health and safety, emergency services, military outreach, and international services, development and special events, public relations, and donor management.
- Managed staff, volunteers, and operations during September 11th crisis including direct service to clients affected by 9/11, processing large-scale donations (in-kind and financial), and management of media.

*Health Care Organizer, New Hampshire Citizen Alliance, Concord, NH, 1999-2000.*

- Co-facilitator and developer of the Community Health Leaders Project. Responsible for policy analysis, meeting facilitation, preparing and giving testimony before New Hampshire Legislative committees and organizing of New Hampshire consumers to address state policy initiatives.

*Consultant, Community Health Institute, Concord, NH, 1998-1999.*

- Project Assistant for Turning Point: Collaborating for a New Century in Public Health funded by the Robert Wood Johnson and W.K. Kellogg Foundations. Project Assistant for New England Rural Health Roundtable. Data analysis for New Hampshire Kids Count 1998; assistant editor, designer and contributor of In the Public's Health research and application renewal of Primary Care Health Professional Shortage Area Designations and new Dental Health Professional Shortage Area Designations for the state of New Hampshire.

### **Education**

Masters, Public Health, Boston University, 1998

BS, Health Management and Policy, New Hampshire University, 1995

### **Professional Societies/Affiliations**

Leadership NH, Class of 2007

Elected to the Dover School Board, January 2011-present

Rotary Club of Dover, Dover, New Hampshire

Dover Baseball Cal Ripken Tournament Committee

Elected to serve on the Dover City Council for Ward One from January 2000 to December 2002