



CHRISTOPHER T. SUNUNU  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Telephone: (603) 271-2155  
Fax: (603) 271-2615



www.nh.gov/oep

25 AB

January 19, 2017

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

**REQUESTED ACTION**

Authorize the Office of Energy and Planning (OEP) to amend the **SOLE SOURCE** Contract Agreement (Contract #1051904) with Southern New Hampshire Services, Inc. (VC #177198), Manchester, NH, by increasing the contract amount by \$317,946.00 from \$213,108.00 to \$531,054.00 for the repair or replacement of malfunctioning heating systems in low income households receiving weatherization services, effective upon approval of Governor and Executive Council, through June 30, 2017. This contract was originally approved by Governor and Executive Council on August 3, 2016, Item #25. 100% Federal Funds (US DHHS/LIHEAP).

Office of Energy and Planning, Fuel Assistance  
01-02-02-024010-77050000  
074-500587 Grant for Pub. Assist & Relief

FY 2017

\$317,946.00

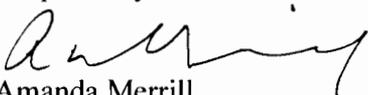
**EXPLANATION**

The Heating Repair and Replacement Program (HRRP), funded through the US Department of Health and Human Services Low Income Home Energy Assistance Program (LIHEAP), provides resources to repair or replace malfunctioning and unsafe heating systems in eligible low income homes. Each year dozens of heating systems are repaired or replaced, providing heat to low income families and often enabling weatherization improvements to their homes. The HRRP program is implemented in coordination with the U.S. Department of Energy's (US DOE) Weatherization Assistance Program.

This contract amendment is **SOLE SOURCE** based on the historical performance of the Community Action Agencies (CAAs) in implementing both the Fuel Assistance Program and the Weatherization Assistance Program, their outreach and client service capabilities, the synergies that result from the five statewide CAAs' implementation of several other federal assistance programs, and the infrastructure that is already in place to deliver these services.

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

Respectfully submitted,

  
Amanda Merrill  
Director

OFFICE OF ENERGY AND PLANNING

SUBJECT: HRRP16 CONTRACT WITH  
SOUTHERN NEW HAMPSHIRE SERVICES, INC.

AMENDMENT

This Amendment dated January 12, 2017, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as "OEP") and Southern New Hampshire Services, Inc., 40 Pine Street, PO Box 5040, Manchester, Hillsborough County, NH 03108-5040 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1051904, as approved by Governor and Council on August 3, 2016 (Item #25), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement in consideration of payment by OEP of certain sums as specified therein.

WHEREAS, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

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

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

**Amendment and Modification of Agreement:** The Agreement is amended and modified as follows:

**Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$213,108.00 and inserting in place thereof the total sum of \$531,054.00 wherever it occurs.

**EXHIBIT B - Methods and Conditions of Payment:**

Amend Exhibit B by striking the current "Contracted Amount" of \$213,108.00 and inserting in place thereof the total Contracted Amount of \$531,054.00 wherever it occurs and striking the current amount of HRRP related administrative costs of \$10,655.00 and inserting in place thereof total administrative costs of \$26,552.00 wherever it occurs. No further cash advance will be issued.

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

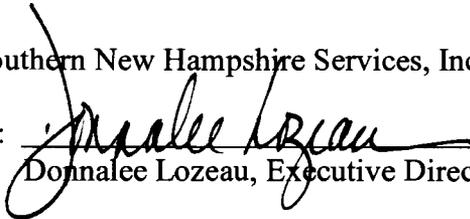
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE

Office of Energy and Planning

By:   
Amanda Merrill, Director

Southern New Hampshire Services, Inc.

By:   
Donnalee Lozeau, Executive Director

State of NH  
County of Hillsborough

On this 18<sup>th</sup> day of Jan., 2017, before me, Debra Stohrer, the undersigned officer, personally appeared Donnalee Lozeau, who acknowledged him/herself to be the Exec. Director of Southern NH Services a corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

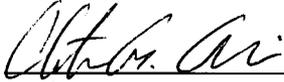
  
Notary Public/Justice of the Peace

My Commission expires:

**DEBRA D. STOHRER**  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Date: January 25, 2017

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, \_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

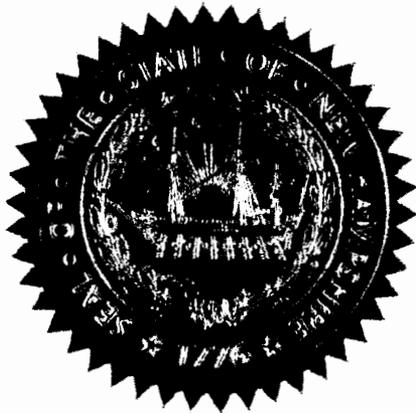
By: \_\_\_\_\_

Title: \_\_\_\_\_

# 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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 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. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE  
(Corporate Authority)**

I Orville Kerr, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting 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 September 24, 2016,  
(date)  
such authority to be in force and effect until June 30, 2017.  
(contract termination date)

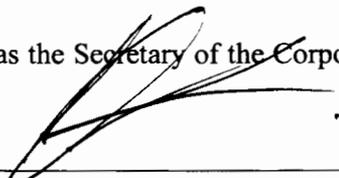
The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any  
contract or other instrument for the sale of products and services:

<u>Donnalee Lozeau</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

(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. Excerpt of dated minutes or copy of article or  
section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 18<sup>th</sup> day of  
January, 2017.

  
\_\_\_\_\_  
Orville Kerr, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 18<sup>th</sup> day of January, 2017, before me, Debra Stohrer the  
undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the  
Secretary of Southern New Hampshire Services, Inc., a corporation, and that 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.

  
\_\_\_\_\_  
Notary Public

Commission Expiration Date:

**DEBRA D. STOHRER**  
**Notary Public - New Hampshire**  
**My Commission Expires November 18, 2020**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2016

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).

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis	
	PHONE (A/C, No, Ext): (603) 232-9306 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
INSURED Southern New Hampshire Services Inc, DBA: SNHS PO Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Great Falls Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**                      **CERTIFICATE NUMBER: 16-17 Master**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
		MED EXP (Any one person)	\$ 10,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COMP/OP AGG	\$ 2,000,000					
		Employee Benefits	\$ 1,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
		Uninsured Motorist (CSL)	\$ 1,000,000					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE	\$ 5,000,000
		AGGREGATE	\$ 5,000,000					
			\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCD0937550016	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <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

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

<b>CERTIFICATE HOLDER</b>  NH Office of Energy and Planning Johnson Hall 107 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Laura Perrin/TERI

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**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
 107 Pleasant Street, Johnson Hall  
 Concord, NH 03301-3834  
 Telephone: (603) 271-2155  
 Fax: (603) 271-2615



MARGARET WOOD HASSAN  
 GOVERNOR

July 5, 2016

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

Approval by the Governor  
 and Council on 8.3.16  
 Agenda Item 25  
 PO 1051904

**REQUESTED ACTION**

1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with the Southern New Hampshire Services, Inc. VC #177198), Manchester, NH in the amount of \$213,108.00 for the repair or replacement of malfunctioning heating systems in low-income households receiving weatherization services, effective August 3, 2016, upon approval of Governor and Executive Council through June 30, 2017. 100% Federal Funds (US DHHS/LIHEAP).

Funding is available in the following account:

<u>Office of Energy &amp; Planning, Fuel Assistance</u>	<u>FY 2017</u>
01-02-02-024010-77050000	\$213,108.00
074 500587 Grants for Pub Assist & Relief	

2) Further request authorization to advance the vendor \$38,359.00 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 Assistance Program.

OEP is responsible for administering both the Weatherization Assistance 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 which 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.

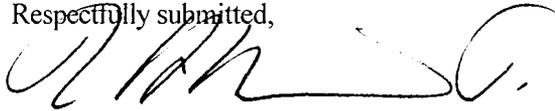
G&C 08/03/16

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

The advance of funds will allow the CAA 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,

A handwritten signature in black ink, appearing to read 'R. Minard, Jr.', written in a cursive style.

Richard A. Minard, Jr.  
Deputy Director

RAM/ks

Enclosures

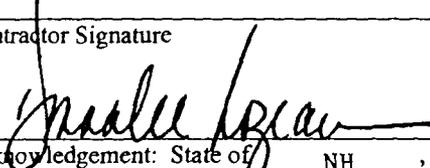
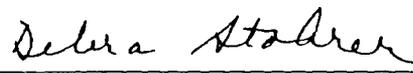
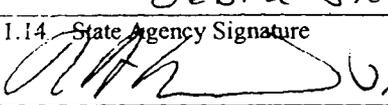
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc..		1.4 Contractor Address 40 Pine Street, PO Box 5040, Manchester, NH 03180-5040	
1.5 Contractor Phone Number (603) 668-8010	1.6 Account Number 01-02-02-02410-77050000-500587 02HRRP16A	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$213,108.00
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 		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 29, 2016</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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]  </div> <div style="text-align: center;"> <b>DEBRA D. STOHRER</b>                      Notary Public - New Hampshire                      My Commission Expires November 18, 2020                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Debra Stohrer, Esq.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Richard A. Minard, Jr. Deputy Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/19/16			
1.18 Approval by the Governor and Executive Council (if applicable) By:  <b>DEPUTY SECRETARY OF STATE</b> <div style="float: right; text-align: right;"> <b>AUG 03 2016</b> </div>			

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date 6/29/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

Contractor Initials DC  
Date 6/29/16

## New Hampshire Office of Energy and Planning

### EXHIBIT A

#### Scope of Services

1. The Heating Repair and Replacement Program (HRRP) provides funds for the repair or replacement of malfunctioning heating systems in low-income households receiving weatherization services from the Community Action Agencies. The HRRP is funded through the Federal Low Income Home Energy Assistance Program (LIHEAP) administered by the Office of Energy and Planning.
2. This Heating Repair and Replacement Program (HRRP) contract term is from August 3, 2016 through June 30, 2017, pending approval of the Governor and Executive Council.
3. Southern New Hampshire Services, Inc., hereinafter "the Contractor," agrees to perform 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 2 CFR 200 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 Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM) and Field Guide; and as otherwise administered by the NH 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 NHWAP Policies and Procedures Manual. The Contractor agrees to alter the Program procedures in accordance with a SG, SN, or other instructions.

4. The Contractor agrees to perform HRRP and weatherization services, as identified in Exhibit "B," using HRRP and/or BWP funds, on the number of units proposed in the Contractor's Management Plan submitted to and approved by OEP. All such services shall be implemented according to the standards outlined in the most recent NHWAP Policies and Procedures Manual and NH Weatherization Field Guide.
  - a) No HRRP funds shall be reimbursed to the Contractor until a management plan and a budget for the Contractor's HRRP project period has been approved by OEP.
  - b) Unit production – the number of heating systems repaired or replaced and the amount of funds expended – shall conform to the Management Plan approved by OEP. Best efforts should be made to expend all funds within the allotted contract period. Shortfalls 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.
  - c) HRRP funds shall only be used for the repair and/or replacement of heating and heating distribution systems, domestic hot water systems, and associated repairs necessary to perform said heating system or distribution system repairs and such systems shall be repaired or

replaced as described in the most recent NHWAP Policies and Procedures Manual and NH Weatherization Field Guide. Any completed units determined by OEP not to meet minimum program standards shall be improved by the Contractor 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.

- d) BWP funds, when available, are to be used for weatherization activities in accordance with all NHWAP standards as identified in Part 2, above.
5. 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, Southern New Hampshire Services, Inc., up to the total sum of:

\$ 213,108.00 (which hereinafter is referred to as the "Contracted Amount"), of which  
\$ 10,655.00 is the maximum to be spent on HRRP related administrative costs,  
\$ 38,359.00 will be issued as a cash advance for HRRP production.

Cash advances will be distributed after approval of this contract by the Governor and Executive Council 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 NHWAP 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 NHWAP 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 4(a) to ensure the efficient and effective operation of the Grant as long as these modified expenditures do not exceed the total "Contracted Amount" as specified above.

**New Hampshire Office of Energy and Planning**

**EXHIBIT C**

**Special Provisions**

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The 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 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

The audit report shall include a schedule of prior year's questioned costs along with a response regarding the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to 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 2 CFR 200 Subpart E - Cost Principals.

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 stated in 2 CFR 200.333 – Retention Requirements for Records.

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

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Initials SL  
Date 6/29/16  
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“25. 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.”

“26. 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.

“27. 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.”

“28. PROCUREMENT. Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards.)”

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;

Exhibits D thru H

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Award # G-16B1NHLIEA, CFDA #93.568

**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)

40 Pine Street  
Manchester, NH 03108

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

Southern New Hampshire Services, Inc.

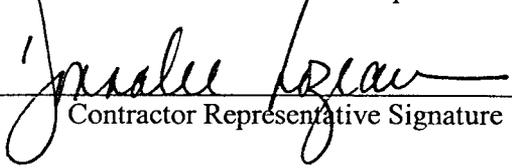
August 3, 2016 – June 30, 2017

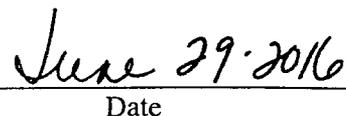
Contractor Name

Period Covered by this Certification

Donnalee Lozeau, Executive Director

Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

  
Date

Exhibits D thru H

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Initials *ML* Date *6/29/16*

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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
HRRP Program

Contract Period: August 3, 2016 through June 30, 2017

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.

Handwritten signature of Donnalee Lozeau
Contractor Representative Signature

Donnalee Lozeau, Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

June 29, 2016
Date

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 Office of Energy and Planning (OEP) 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 OEP 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, OEP may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the OEP 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.
- (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 OEP.
- (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 OEP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) 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, OEP 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***

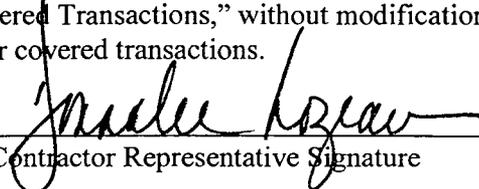
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (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.

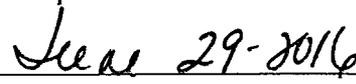
  
Contractor Representative Signature

Donnalee Lozeau, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name



Date

Exhibits D thru H

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STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Contractor Representative Signature

Donnalee Lozeau, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name



Date

Exhibits D thru H

Page 6 of 7

Initials



Date 6/29/16

Award # G-16B1NHLIEA, CFDA #93.568

STANDARD EXHIBIT H

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

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

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

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$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

Donnalee Lozeau, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

June 29-2016

Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT I**

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

**OMB Burden Disclosure Statement**

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

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

**Applicability and Period of Obligation**

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

**Employment Practices**

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

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or

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

### Data Collection and Access to Records

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

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

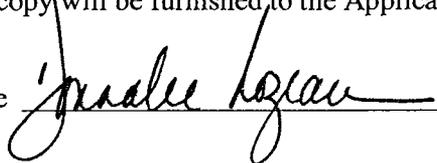
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment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

Donnalee Lozeau, Executive Director

Signature

 Date June 29, 2016

Southern New Hampshire Services, Inc.  
40 Pine Street, Manchester, NH 03108  
603-668-8010

Exhibit I

Page 2 of 2  
Initials DL Date 6/29/16

Award #G-16B1NHLIEA, CFDA #93.568

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

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

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

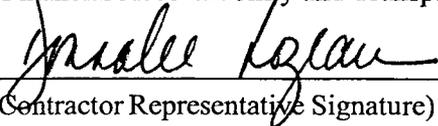
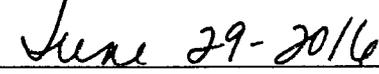
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Energy and Planning must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

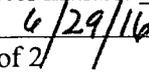
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

	Donnalee Lozeau, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Southern New Hampshire Services, Inc.	
(Contractor Name)	(Date)

Contractor initials: 

Date: 

Page 1 of 2

Award #G-16B1N1LIEA, CFDA  
93.568

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: 088584065

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:

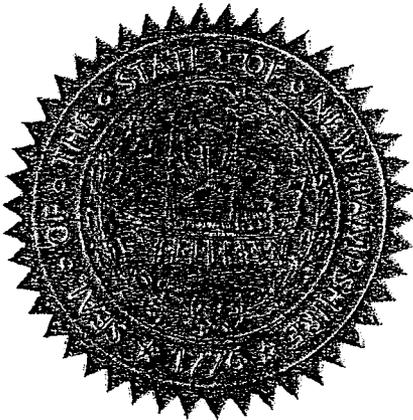
Name: _____	Amount: _____

Contractor initials: ML  
Date: 6/29/16  
Page 2 of 2  
Award #G-16B1NHLIEA,  
CFDA 93.568

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 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. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTES**

**(Corporate Authority)**

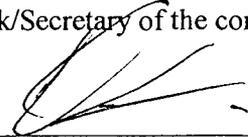
I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc.  
(name) (Corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary 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 December 7, 2015, such authority  
(date)  
to be in force and effect until 6/30/2017.  
(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:

<u>Donnalee Lozeau</u> (name)	<u>Executive Director</u> (position)
<u>Michael O'Shea</u> (name)	<u>Fiscal Officer</u> (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  
29<sup>th</sup> day of June, 2016.  
  
Clerk/Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 29<sup>th</sup> day of June, 2016, before me, Debra Stohrer the  
undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be  
the Secretary of Southern New Hampshire Services, Inc., 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.

**DEBRA D. STOHRER**  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020  
Commission Expiration Date:

  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2016

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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C. No. Ext): (603) 669-3218 FAX (A/C. No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Southern NH Services P.O. Box 5040  Manchester NH 03108		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: MEMIC Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #  11030

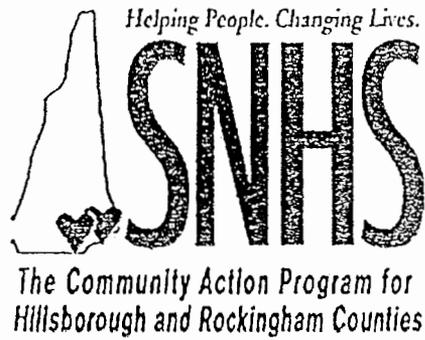
COVERAGES CERTIFICATE NUMBER: CL161359450 REVISION NUMBER:

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			PHPK1435688	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Employee Benefits						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Professional Liab			GENERAL AGGREGATE \$ 2,000,000				
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			PHPK1435688	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							Underinsured motorist \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PRUB525652	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$	
	<input type="checkbox"/> RETENTIONS						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				(3a.) ME & NH	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						All officers included	E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1435688	12/31/2015	12/31/2016	Fidelity \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER  NH Office of Energy & Planning Johnson Hall 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  Laura Perrin/KS5 <i>Laura Perrin</i>



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**COMBINED FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED JULY 31, 2015 AND 2014**

FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

---

*C O N T E N T S*

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Keith H. Allen, C.P.A., M.S.T.  
Clark R. Carrier, C.P.A.  
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, C.P.A., C.V.A.

### Independent Auditor's Report

To the Board of Directors  
Southern New Hampshire Services, Inc.  
Manchester, New Hampshire

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

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliates, which comprise the combined statements of financial position as of July 31, 2015 and 2014, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

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

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

#### *Auditor's Responsibility*

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

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

## *Opinion*

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliates, as of July 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## *Other Matters*

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedule of financial position and the combining schedule of activities are presented for purposes of additional analysis and are not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

## *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated April 13, 2016 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc.'s internal control over financial reporting and compliance.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

April 13, 2016  
Lewiston, Maine

## COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2015 AND 2014

<i>ASSETS</i>		
	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 7,013,136	\$ 6,846,352
Investments	6,243,028	5,840,831
Contracts receivable	3,370,441	4,116,247
Accounts receivable	412,444	205,118
Prepaid expenses	197,061	212,989
Under applied overhead	289,945	179,371
Total current assets	<u>17,526,055</u>	<u>17,400,908</u>
<b>FIXED ASSETS</b>		
Land	7,235,523	6,689,735
Buildings and improvements	76,052,946	75,198,005
Vehicles and equipment	2,319,977	2,279,784
Total fixed assets	<u>85,608,446</u>	<u>84,167,524</u>
Less - accumulated depreciation	<u>(25,025,332)</u>	<u>(22,775,015)</u>
Net fixed assets	<u>60,583,114</u>	<u>61,392,509</u>
<b>OTHER ASSETS</b>		
Restricted cash	4,463,453	3,993,067
Miscellaneous other assets	408,506	418,455
Total other assets	<u>4,871,959</u>	<u>4,411,522</u>
<b>TOTAL ASSETS</b>	<u>\$ 82,981,128</u>	<u>\$ 83,204,939</u>
<b><i>LIABILITIES AND NET ASSETS</i></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 585,756	\$ 453,138
Accrued payroll and payroll taxes	1,055,747	966,976
Accrued compensated absences	647,031	622,124
Accrued other liabilities	806,045	1,056,004
Refundable advances	1,369,828	2,005,560
Tenant security deposits	306,989	294,450
Current portion of long-term debt	338,450	174,392
Total current liabilities	<u>5,109,846</u>	<u>5,572,644</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	5,147,208	5,479,703
Capital advances	66,333,341	66,333,341
Total long-term liabilities	<u>71,480,549</u>	<u>71,813,044</u>
<b>TOTAL LIABILITIES</b>	<u>76,590,395</u>	<u>77,385,688</u>
<b>NET ASSETS</b>		
Unrestricted	<u>6,390,733</u>	<u>5,819,251</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 82,981,128</u>	<u>\$ 83,204,939</u>

See independent auditor's report and accompanying notes to the financial statements.

## COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant and contract revenue	\$ 33,727,596	\$ 35,622,242
Program service fees	916,629	883,208
Local funding	421,481	341,237
Rental income	7,523,426	7,472,423
Gifts and contributions	251,460	361,142
Interest and dividend income	380,802	177,318
Unrealized gain on investments	24,840	532,490
Miscellaneous	855,581	936,178
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<u>44,101,815</u>	<u>46,326,238</u>
<b>EXPENSES AND LOSSES</b>		
Program services:		
Child Development	7,063,817	6,554,799
Community Services	1,373,843	1,157,420
Economic and Workforce Development	8,383,373	10,023,206
Energy	11,598,625	11,525,400
Hispanic-Latino Community Services	397,120	441,488
Housing and Homeless	99,728	232,904
Nutrition and Health	2,383,084	2,328,252
Special Projects	1,140,853	1,908,834
Volunteer Services	128,210	144,840
SNHS Management Corporation	1,466,123	1,794,558
Housing Corporations	7,962,519	7,576,354
Total program services	<u>41,997,295</u>	<u>43,688,055</u>
Support services:		
Management and general	1,533,038	1,529,991
<b>TOTAL EXPENSES AND LOSSES</b>	<u>43,530,333</u>	<u>45,218,046</u>
<b>CHANGE IN NET ASSETS</b>	571,482	1,108,192
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>5,819,251</u>	<u>4,711,059</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 6,390,733</u>	<u>\$ 5,819,251</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
<b>EXPENSES AND LOSSES</b>							
Payroll	\$ 4,114,951	\$ 831,743	\$ 2,676,553	\$ 1,510,817	\$ 200,592	\$ 35,045	\$ 945,003
Payroll taxes	423,789	77,346	252,389	153,979	22,142	3,376	95,304
Fringe benefits	912,527	106,910	383,800	268,150	4,656	6,559	173,664
Workers comp. insurance	28,975	5,262	6,102	7,038	656	144	12,033
Retirement benefits	235,776	70,736	131,675	98,247	4,987	2,958	59,905
Consultant and contractual	24,102	28,100	2,111,471	848,165	108,854	93	21,970
Travel and transportation	84,766	24,670	83,512	38,312	1,061	1,228	50,151
Conferences and meetings	1,231	14,939	5,587	5,669	-	50	3,915
Occupancy	535,971	71,166	768,498	122,858	16,561	-	102,295
Advertising	1,809	-	7,120	682	25	-	620
Supplies	271,528	31,737	44,421	68,882	4,155	-	75,149
Equip. rentals and maintenance	29,215	298	28,945	18,352	560	-	13,873
Insurance	15,462	31,626	5,419	9,476	-	-	6,468
Telephone	68,933	22,159	52,504	35,216	1,702	-	48,059
Postage	4,618	1,234	1,834	35,078	214	348	3,783
Printing and publications	6,465	635	-	-	855	-	153
Subscriptions	38	1,837	127	58	-	-	-
Program support	-	29,051	1,123	-	5,820	-	-
Interest	13,734	-	-	-	-	-	-
Depreciation and amortization	38,195	2,708	6,533	12,740	5,621	-	2,146
Assistance to clients	12,751	466	1,768,434	8,349,886	3,494	49,920	467,042
Other direct expense	159,023	11,425	44,262	13,957	-	-	297,501
Miscellaneous	79,958	9,796	3,064	1,063	15,165	7	5,800
In-kind	1,759,528	-	-	-	-	-	-
Loss on disposal of assets	-	(1)	-	-	-	-	(1,750)
<b>SUBTOTAL</b>	<b>\$ 8,823,345</b>	<b>\$ 1,373,843</b>	<b>\$ 8,383,373</b>	<b>\$ 11,598,625</b>	<b>\$ 397,120</b>	<b>\$ 99,728</b>	<b>\$ 2,383,084</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,759,528)	-	-	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 7,063,817</b>	<b>\$ 1,373,843</b>	<b>\$ 8,383,373</b>	<b>\$ 11,598,625</b>	<b>\$ 397,120</b>	<b>\$ 99,728</b>	<b>\$ 2,383,084</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services					Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS		Management and General		Management and General		
			Management Corporation	Housing Corporations					
<b>EXPENSES AND LOSSES</b>									
Payroll	\$ 66,991	\$ 89,887	\$ 354,656	\$ 1,514,942	\$ 12,341,180	\$ 1,231,767	\$ 13,572,947		
Payroll taxes	6,864	8,600	28,941	151,050	1,223,780	102,617	1,326,397		
Fringe benefits	8,245	14,316	45,902	282,907	2,207,636	128,605	2,336,241		
Workers comp. insurance	938	189	3,330	45,377	110,044	6,331	116,375		
Retirement benefits	3,366	3,739	22,384	112,387	746,160	113,420	859,580		
Consultant and contractual	1,018,086	245	40,364	747,253	4,948,703	79,320	5,028,023		
Travel and transportation	3,046	1,529	86,534	23,982	398,791	16,409	415,200		
Conferences and meetings	5,207	635	30,907	2,070	70,210	2,579	72,789		
Occupancy	12,267	-	207,367	2,953,766	4,790,749	42,180	4,832,929		
Advertising	-	-	-	2,443	12,699	525	13,224		
Supplies	697	2,355	5,610	38,153	542,687	44,850	587,537		
Equip. rentals and maintenance	118	116	13,403	5,405	110,285	5,078	115,363		
Insurance	-	1,053	25,399	298,101	393,004	11,006	404,010		
Telephone	2,218	2,406	8,140	80,671	322,008	19,597	341,605		
Postage	33	439	1,101	6,944	55,626	19,465	75,091		
Printing and publications	-	-	463	-	8,571	-	8,571		
Subscriptions	-	-	-	-	2,060	-	2,060		
Program support	18,278	-	228,801	-	283,073	-	283,073		
Interest	-	-	37,224	157,727	208,685	-	208,685		
Depreciation and amortization	-	-	261,503	1,998,471	2,327,917	536	2,328,453		
Assistance to clients	53,374	-	44,132	-	10,749,499	-	10,749,499		
Other direct expense	10,011	714	361	9,551	546,805	299	547,104		
Miscellaneous	784	1,987	13,662	16,971	148,257	1,501	149,758		
In-kind	-	-	-	-	1,759,528	-	1,759,528		
Loss on disposal of assets	-	-	(1,599)	41,440	38,090	-	38,090		
<b>SUBTOTAL</b>	<b>\$ 1,210,523</b>	<b>\$ 128,210</b>	<b>\$ 1,458,585</b>	<b>\$ 8,489,611</b>	<b>\$ 44,346,047</b>	<b>\$ 1,826,085</b>	<b>\$ 46,172,132</b>		
Over applied indirect costs	(69,670)	-	7,538	(527,092)	7,538	(293,047)	(285,509)		
Eliminations	-	-	-	-	(2,356,290)	-	(2,356,290)		
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 1,140,853</b>	<b>\$ 128,210</b>	<b>\$ 1,466,123</b>	<b>\$ 7,962,519</b>	<b>\$ 41,997,295</b>	<b>\$ 1,533,038</b>	<b>\$ 43,530,333</b>		

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
<b>EXPENSES AND LOSSES</b>							
Payroll	\$ 3,864,148	\$ 700,374	\$ 2,895,686	\$ 1,449,702	\$ 233,653	\$ 105,322	\$ 953,076
Payroll taxes	395,305	61,655	275,772	148,585	25,636	10,332	95,561
Fringe benefits	863,709	82,932	398,583	249,569	7,921	14,384	157,183
Workers comp. insurance	26,718	3,371	9,020	6,650	910	1,090	11,753
Retirement benefits	217,571	57,720	126,494	77,118	4,809	5,247	51,862
Consultant and contractual	83,438	36,693	2,191,823	812,241	103,902	350	17,396
Travel and transportation	86,086	19,645	95,347	39,934	1,318	6,146	54,187
Conferences and meetings	548	16,528	4,157	8,275	50	150	1,485
Occupancy	500,684	55,692	736,716	110,320	19,656	-	102,561
Advertising	2,348	-	11,460	1,064	-	-	2,259
Supplies	190,204	17,754	47,368	83,966	3,897	226	73,514
Equip. rentals and maintenance	13,824	11,046	93,520	16,060	5,461	-	10,371
Insurance	15,915	35,466	6,965	9,092	55	-	6,144
Telephone	58,546	17,936	53,595	34,927	2,711	534	32,976
Postage	5,077	1,272	2,502	37,431	490	32	7,294
Printing and publications	4,161	406	1,452	1,192	841	-	-
Subscriptions	68	2,209	-	148	-	-	-
Program support	-	18,177	32,724	-	4,740	-	-
Interest	14,637	-	-	-	-	-	-
Depreciation and amortization	41,435	2,708	6,533	13,356	5,621	-	13,885
Assistance to clients	12,113	-	2,278,443	8,415,746	300	87,361	437,046
Other direct expense	119,771	5,095	754,374	8,636	-	-	284,680
Miscellaneous	38,493	10,741	672	1,388	19,517	1,730	15,019
In-kind	1,506,701	-	152,686	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>\$ 8,061,500</b>	<b>\$ 1,157,420</b>	<b>\$ 10,175,892</b>	<b>\$ 11,525,400</b>	<b>\$ 441,488</b>	<b>\$ 232,904</b>	<b>\$ 2,328,252</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,506,701)	-	(152,686)	-	-	-	-
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 6,554,799</b>	<b>\$ 1,157,420</b>	<b>\$ 10,023,206</b>	<b>\$ 11,525,400</b>	<b>\$ 441,488</b>	<b>\$ 232,904</b>	<b>\$ 2,328,252</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services				Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS			Management and General		
			Management Corporation	Housing Corporations				
<b>EXPENSES AND LOSSES</b>								
Payroll	\$ 74,950	\$ 105,532	\$ 449,408	\$ 1,499,878	\$ 12,331,729	\$ 1,227,044	\$ 13,558,773	
Payroll taxes	7,604	10,005	40,264	149,748	1,220,467	103,548	1,324,015	
Fringe benefits	6,675	8,491	78,392	274,272	2,142,111	136,341	2,278,452	
Workers comp. insurance	1,052	222	5,051	44,377	110,214	7,424	117,638	
Retirement benefits	4,447	4,405	26,855	100,405	676,933	110,699	787,632	
Consultant and contractual	1,715,102	280	55,960	625,090	5,642,275	109,769	5,752,044	
Travel and transportation	5,837	1,213	109,351	20,299	439,363	13,900	453,263	
Conferences and meetings	3,593	149	39,689	2,076	76,700	2,106	78,806	
Occupancy	8,666	-	188,787	2,665,157	4,388,239	41,455	4,429,694	
Advertising	729	-	-	1,456	19,316	-	19,316	
Supplies	3,104	3,561	7,292	48,475	479,361	40,496	519,857	
Equip. rentals and maintenance	3,317	201	11,730	1,298	166,828	1,088	167,916	
Insurance	-	977	31,264	291,351	397,229	10,651	407,880	
Telephone	2,044	1,921	7,883	71,645	284,718	16,682	301,400	
Postage	127	719	2,188	7,849	64,981	22,424	87,405	
Printing and publications	-	195	5,216	620	14,083	1,576	15,659	
Subscriptions	-	-	22	-	2,447	907	3,354	
Program support	-	-	342,892	-	398,533	-	398,533	
Interest	-	-	42,046	177,740	234,423	-	234,423	
Depreciation and amortization	3,000	-	254,069	1,966,799	2,307,406	-	2,307,406	
Assistance to clients	52,068	-	47,643	-	11,330,720	-	11,330,720	
Other direct expense	15,753	610	418	5,625	1,194,962	712	1,195,674	
Miscellaneous	766	6,359	14,647	12,840	122,172	1,514	123,686	
In-kind	-	-	-	-	1,659,387	-	1,659,387	
Loss on disposal of assets	-	-	10,433	114,585	125,018	-	125,018	
<b>SUBTOTAL</b>	<b>\$ 1,908,834</b>	<b>\$ 144,840</b>	<b>\$ 1,771,500</b>	<b>\$ 8,081,585</b>	<b>\$ 45,829,615</b>	<b>\$ 1,848,336</b>	<b>\$ 47,677,951</b>	
Over applied indirect costs	-	-	23,058	-	23,058	(318,345)	(295,287)	
Eliminations	-	-	-	(505,231)	(2,164,618)	-	(2,164,618)	
<b>TOTAL EXPENSES AND LOSSES</b>	<b>\$ 1,908,834</b>	<b>\$ 144,840</b>	<b>\$ 1,794,558</b>	<b>\$ 7,576,354</b>	<b>\$ 43,688,055</b>	<b>\$ 1,529,991</b>	<b>\$ 45,218,046</b>	

See independent auditor's report and accompanying notes to the financial statements.

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 571,482	\$ 1,108,192
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation and amortization	2,328,453	2,307,406
Loss on disposal of assets	38,090	125,018
Unrealized gain on investments	(24,840)	(532,490)
(Increase) decrease operating assets:		
Contracts receivable (net)	745,806	(848,292)
Accounts receivable (net)	(207,326)	(33,396)
Prepaid expenses	15,928	(56,586)
Under applied overhead	(110,574)	(179,371)
Increase (decrease) in operating liabilities:		
Accounts payable	132,618	95,873
Accrued payroll and payroll taxes	88,771	241,250
Accrued comp. absences	24,907	(1,721)
Accrued other liabilities	(249,959)	467,156
Refundable advances	(635,732)	(31,244)
Over applied overhead	-	(115,916)
Tenant security deposits	12,539	11,376
Total adjustments	<u>2,158,681</u>	<u>1,449,063</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2,730,163</u>	<u>2,557,255</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(1,611,081)	(1,314,268)
Proceeds from sale of fixed assets	63,882	8,000
Purchase of investments	(377,357)	(2,176,119)
Proceeds from sale of investments	-	2,000,000
Deposit to restricted cash accounts	(470,386)	(43,735)
<b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>	<u>(2,394,942)</u>	<u>(1,526,122)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on long-term debt	(168,437)	(156,900)
Net proceeds from capital advances	-	68,694
<b>NET CASH FLOWS FROM FINANCING ACTIVITIES</b>	<u>(168,437)</u>	<u>(88,206)</u>
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	166,784	942,927
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>6,846,352</u>	<u>5,903,425</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 7,013,136</u>	<u>\$ 6,846,352</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<u>\$ 208,685</u>	<u>\$ 234,423</u>

See independent auditor's report and accompanying notes to the financial statements.

## NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Nature of the Organization**

Southern New Hampshire Services, Inc. is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through:

Southern New Hampshire Services, Inc.	SNHS Elderly Housing XI, Inc.
SNHS Management Corporation	Rural Housing for the Elderly, Inc.
SNHS Elderly Housing, Inc.	Rural Housing for the Elderly II, Inc.
SNHS Elderly Housing II, Inc.	Sundial Elderly Housing, Inc.
SNHS Elderly Housing III, Inc.	SNHS Ashland Elderly Housing, Inc.
SNHS Elderly Housing IV, Inc.	SNHS Farmington Elderly Housing, Inc.
SNHS Elderly Housing V, Inc.	SNHS Greenfield Elderly Housing, Inc.
SNHS Elderly Housing VI, Inc.	SNHS North Berwick Elderly Housing, Inc.
SNHS Elderly Housing VII, Inc.	SNHS Northwood Elderly Housing, Inc.
SNHS Elderly Housing VIII, Inc.	SNHS Pittsburg Elderly Housing, Inc.
SNHS Elderly Housing IX, Inc.	SNHS Raymond Elderly Housing, Inc.
SNHS Elderly Housing X, Inc.	

**Basis of Accounting and Presentation**

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2015 and 2014.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Combined Financial Statements**

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of the following corporations because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Southern New Hampshire Services, Inc.	SNHS Elderly Housing XI, Inc.
SNHS Management Corporation	Rural Housing for the Elderly, Inc.
SNHS Elderly Housing, Inc.	Rural Housing for the Elderly II, Inc.
SNHS Elderly Housing II, Inc.	Sundial Elderly Housing, Inc.
SNHS Elderly Housing III, Inc.	SNHS Ashland Elderly Housing, Inc.
SNHS Elderly Housing IV, Inc.	SNHS Farmington Elderly Housing, Inc.
SNHS Elderly Housing V, Inc.	SNHS Greenfield Elderly Housing, Inc.
SNHS Elderly Housing VI, Inc.	SNHS North Berwick Elderly Housing, Inc.
SNHS Elderly Housing VII, Inc.	SNHS Northwood Elderly Housing, Inc.
SNHS Elderly Housing VIII, Inc.	SNHS Pittsburg Elderly Housing, Inc.
SNHS Elderly Housing IX, Inc.	SNHS Raymond Elderly Housing, Inc.
SNHS Elderly Housing X, Inc.	

**Use of Estimates**

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

**Cash and Cash Equivalents**

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**Current Vulnerabilities Due to Certain Concentrations**

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

**Accounts and Contracts Receivable**

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2015 and 2014.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Revenue Recognition**

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised 76% and 77% of total revenue in the fiscal years ended July 31, 2015 and 2014, respectively.

**Contributions and In-Kind Donations**

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2015 and 2014 were generated through the Head Start and Economic Workforce Development programs.

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

**Fixed Assets**

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2015 and 2014 was \$2,318,506 and \$2,297,459, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

**Other Assets**

Intangible assets, including financing fees, are being amortized on a straight-line basis over 15 to 35 years. Total amortization expense was \$9,947 for the years ended July 31, 2015 and 2014. Amortization of intangible assets is estimated to be \$9,947 annually for the next five years.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

OTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**Advertising**

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

**Functional Allocation of Expenses**

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

**Income Taxes**

The Organization qualifies as an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code. Management has determined that the Organization does not have any uncertain tax positions that would require the recording of any additional tax benefits or liabilities within the next twelve months. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ending July 31, 2013, 2014 and 2015.

**Subsequent Events**

Management has made an evaluation of subsequent events through April 13, 2016, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

**Reclassifications**

Certain reclassifications have been made to the 2014 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

OTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements and capital advances associated with the combining housing projects and housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 3: FAIR VALUE MEASUREMENTS

FASB ASC 820, *Fair Value Measurements and Disclosures* establish a framework to measuring fair value within generally accepted accounting principles (GAAP). That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2015 and 2014.

*Mutual Funds*: Valued at the closing price reported on the active market on which the individual securities are traded.

The fair value by level of the Organization's investments consisted of the following as of July 31:

	2015			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	\$6,243,028	\$ -	\$ -	\$6,243,028
Total	<u>\$6,243,028</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,243,028</u>
	2014			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	\$5,840,831	\$ -	\$ -	\$5,840,831
Total	<u>\$5,840,831</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$5,840,831</u>

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<i>2015</i>			<i>2014</i>		
	Cost	Fair Market Value	Unrealized Gains	Cost	Fair Market Value	Unrealized Gains
Mutual Funds	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>
Total	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>

The activities of the Organization's investment account are summarized as follows:

	<i>2015</i>	<i>2014</i>
Fair Value – August 1	\$5,840,831	\$5,132,222
Additions	377,357	2,176,119
Distributions	-	(2,000,000)
Realized gains	-	-
Unrealized gains	<u>24,840</u>	<u>532,490</u>
Fair Value – July 31	<u>\$6,243,028</u>	<u>\$5,840,831</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<i>2015</i>	<i>2014</i>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	326,669	348,669
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>170,000</u>	<u>170,000</u>
Subtotal	\$ <u>507,944</u>	\$ <u>529,944</u>

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 5:	<u>LONG-TERM DEBT</u> (Continued)	<u>2015</u>	<u>2014</u>
	Subtotal Carried Forward	\$ 507,944	\$529,944
	<u>SNHS Management Corporation (Continued)</u>		
	Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	102,947	129,907
	Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2016. Interest is at 2.996%.	182,912	214,269
	Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	478,206	495,947
	<u>Housing Corporations</u>		
	Mortgage payable between Key Bank and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$14,044 including interest through 2040. Interest is at 5.120%.	2,380,136	2,430,658
	Mortgage payable between Oppenheimer and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$5,932 including interest through 2047. Interest is at 3.950%.	1,288,513	1,308,370
	Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
	Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	<u>450,000</u>	<u>450,000</u>
		\$ 5,485,658	\$ 5,654,095
	Less: Current Portion	<u>338,450</u>	<u>174,392</u>
	Long-term debt, net of current portion	<u>\$ 5,147,208</u>	<u>\$ 5,479,703</u>

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2015, are as follows:

2016	\$ 338,450
2017	151,144
2018	156,563
2019	146,385
2020	352,196
Thereafter	<u>4,340,920</u>
Total	\$ <u>5,485,658</u>

NOTE 6: CAPITAL ADVANCES

The following is a summary of capital advances as of July 31:

	<u>2015</u>	<u>2014</u>
<u>Housing Corporations</u>		
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 3,167,200	\$ 3,167,200
Capital advance between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	4,081,600	4,081,600
Capital advance between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,460,700	3,460,700
Capital advance between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,827,000	2,827,000
Capital advance between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,948,700</u>	<u>2,948,700</u>
Subtotal	\$ <u>16,485,200</u>	\$ <u>16,485,200</u>

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 16,485,200	\$16,485,200
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	2,485,859	2,485,859
Capital advance between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,522,500	3,522,500
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,966,900	2,966,900
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,337,800	2,337,800
Capital advance between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	4,412,500	4,412,500
Capital advance between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,773,900	1,773,900
Capital advance between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,481,082	1,481,082
Capital advance between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,016,800</u>	<u>2,016,800</u>
Subtotal	<u>\$ 37,482,541</u>	<u>\$37,482,541</u>

## NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2015 AND 2014

OTE 6: <u>CAPITAL ADVANCES</u> (Continued)	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$ 37,482,541	\$37,482,541
Capital advance between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,545,300	1,545,300
Capital advance between HUD and Ashland Elderly Housing, Inc., secured by real estate located in Ashland, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,426,100	3,426,100
Capital advance between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,711,900	2,711,900
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	5,143,400	5,143,400
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,151,000	3,151,000
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,596,400	2,596,400
Capital advance between HUD and SNHS Elderly Housing VIII, Inc., secured by real estate located in Campton, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,352,500	2,352,500
Capital advance between HUD and SNHS Elderly Housing IX, Inc., secured by real estate located in Plymouth, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,341,700</u>	<u>2,341,700</u>
Subtotal	\$ <u>60,750,841</u>	\$ <u>60,750,841</u>

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)

JULY 31, 2015 AND 2014

NOTE 6: CAPITAL ADVANCES (Continued)

	<u>2015</u>	<u>2014</u>
Subtotal Carried Forward	\$60,750,841	\$60,750,841
Capital advance between HUD and SNHS Elderly Housing XI, Inc., secured by real estate located in Lancaster, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,231,300	3,231,300
Capital advance between HUD and SNHS Elderly Housing X, Inc., secured by real estate located in Woodstock, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,351,200</u>	<u>2,351,200</u>
Total	<u>\$66,333,341</u>	<u>\$66,333,341</u>

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2015 and 2014 equaled \$789,052 and \$722,747, respectively. The leases expire at various times through July 2017. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2015:

2016	\$742,950
2017	<u>22,021</u>
Total	<u>\$764,971</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2015 and 2014 was \$859,580 and \$787,632, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

## NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2015 AND 2014

**NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES**

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

**Cotton Mill Square**

During the year, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFa, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principle is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2015. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principle amount at July 31, 2015 is \$760,000. The note repayment is accelerated if the units fall out of compliance.

**J. Brown Homestead Property**

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by Southern New Hampshire Services, Inc. (SNHS). As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

NOTES TO COMBINED FINANCIAL STATEMENTS  
(Continued)JULY 31, 2015 AND 2014

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)J. Brown Homestead Property (Continued)

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principle or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2015 and 2014 is \$151,105 and \$181,326, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

**BOARD OF DIRECTORS ~ as of April 19, 2016**

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro Joseph Lachance</p>	<p><u>Representing Manchester</u> German J. Ortiz Term: 9/15-9/18</p>	<p><u>Representing Manchester</u> James Brown 9/15-9/18</p> <p>Orville Kerr, Secretary Term 9/15-9/18</p>	<p>Melissa Bryan Term: 12/15-12/17</p>
<p><u>Representing Nashua</u> Kevin Moriarty</p>	<p><u>Representing Nashua</u> Dolores Bellavance, Vice-Chairman Term: 9/15-9/18</p> <p>Wayne R. Johnson Term: 9/15-9/18</p>	<p><u>Representing Nashua</u> Bonnie Henault Term: 9/14-9/17</p> <p>Shirley Pelletier Term: 9/14-9/17</p>	
<p><u>Representing Towns</u> Thomas Mullins</p>	<p><u>Representing Towns</u> Richard Delay, Sr., Chairman Term: 9/15-9/18</p>	<p><u>Representing Towns</u> Martha Verville Term: 9/13-9/16</p> <p>Deirdre O'Malley Term: 9/13-9/16</p>	
<p><u>Representing Rockingham County</u> Jill Jamro, Treasurer</p>	<p><u>Representing Rockingham County</u> Dan McKenna Term: 9/14-9/17</p> <p>Carrie Marshall Gross Term: 12/14-9/17</p>	<p><u>Representing Rockingham County</u></p>	

Southern New Hampshire Services

Key Personnel – HRRP16

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donnalee Lozeau	Executive Director	\$135,007	-0-	-0-
Ryan Clouthier	Energy Director	\$ 89,320	10%	\$8,932

# DONNALEE LOZEAU

## *Community/Civic Involvement- Current*

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

## *Community/Civic Involvement- Past*

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

## EXPERIENCE

**Southern New Hampshire Services, Inc.** **Manchester, NH**  
(January 2016-Present)

### **Executive Director/CEO**

- Agency development and oversight

**City of Nashua, New Hampshire** **Nashua, NH**  
(2008-2016) - Elected

### **Mayor**

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

**Southern New Hampshire Services, Inc.** **Manchester, NH**  
(1993 – 2008)

### **Director of Program and Community Development**

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

**City Streets Restaurant, (1986-1991)** **Nashua, NH**  
**City Streets Diner, (2000 – 2003)** **Nashua, NH**

### **Co-Owner/Operator**

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

### *Past Community/Civic Involvement Continued*

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

### **ELECTED OFFICE**

**NH State Representative, Hillsborough County, District 30**  
(1984 – 2000)

**Deputy Speaker of the NH House of Representatives**  
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

#### **Committee Assignments:**

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

#### **Appointments:**

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
  - Chairman Subcommittee on Offenders,
  - Space and Prison Programming
  - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

### **EDUCATION & TRAINING**

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

# Ryan Clouthier

## **OBJECTIVE**

Seeking a position which will allow me the opportunity to utilize and build upon my analytical, technical, construction, management and customer service skills, while at the same time allowing me to further my education.

## **WORK HISTORY**

### *2013-Present Southern New Hampshire Services*

*Energy Director* - Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association pertaining to the Core Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, PSNH, NHEC, Unital, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

### *2006-2013 New Hampshire Services*

*Weatherization Director*: Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, PSNH, NHEC, Unital, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for Weatherization Energy Auditor. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition.

### *2004-2006 Southern New Hampshire Services*

*Energy Auditor*: Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

### *July 2002-August 2003: Genuity*

*Network Analyst*: Responsible for monitoring the Genuity Dial up network Supporting AOL Domestic and International subscribers. Responsibilities include isolating and troubleshooting problems and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue.

Demonstrated strengths in the area of interpersonal skills and negotiation.

### *January 2000-July 2002: Genuity*

*Telco Analyst for ADSL backbone provisioning*: Responsible for processing clean accurate orders in a timely fashion. Also responsible for meeting circuit delivery dates dependent upon market focus, and providing email notification to my group from other organizations mailing lists, if information pertains to my group. Also responsible for maintaining and updating multiple databases prior to handoff of individual orders.

### *February 2000-January 2001: Genuity*

*Data Analyst for Layer 3 Provisioning*: Responsible for providing clean information to other organizations with emphasis on data integrity. Also for ensuring all data in multiple databases are accurate as well as complete. Create and generate reports from CTS, Magma, Vantive, and Access. Other tasks included cleanup of mismatched circuits, reporting on missing information, and tracking and receiving retro for disconnected circuits. Proficient in the use of BRIO as a query tool. Correspond with Vendors to resolve data integrity and/or Order issues.

### *1997-2000: MVP Sports*

*Sales Associate*: Responsible for shipping and receiving, inventory, customer sales, mechanical repair on specific lines of sports equipment, customer order tracking, consulting with customer and advising of most cost effective product to meet customer needs. Also serve on MVP Sports Safety Committee.

*July 1997-Sept. 1997: Mark One Services*

Trouble shoot, repair, refurbish, and test a wide variety of life support medical equipment to ensure published performance and safety specifications are met or exceeded. Other responsibilities included shipping and receiving, grounds maintenance, and other duties as assigned.

### **EDUCATION**

2000 - NH Community Technical College (Evening classes)

1994-1998: Dover High School

1989-1994: Barrington Middle School

1985-1989: Barrington Elementary School

*Other:* Weatherization written and field certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement.

### **COMPUTER SKILLS**

Vantive ticket database, Remedy ticketing, Intro to Cisco Routers, Netcool, Unix, HPOV, TBS, TREAT, NEAT, MS Vista, OTTER, CTS, CSST, MS Word, MS Works, Power point, Excel, Access, BRIO, DOL MIS, Windows World Wide Web.

### **AWARDS/SPECIAL ACCOMPLISHMENTS**

Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.

Member of the City of Nashua Healthy Homes Strategic Planning Committee.

Member of the City of Manchester Healthy Homes Strategic Planning Committee.

Certified Weatherization Auditor NH, VT, ME.

Numerous Sales Awards.