



MARGARET WOOD HASSAN  
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



February 18, 2016

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

**REQUESTED ACTION**

Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** second contract amendment with the Community Action Partnership of Strafford County (Contract #1044262) (VC #177200), Dover, NH, by extending the contract completion date from March 31, 2016, to June 30, 2016, effective March 23, 2016, upon approval of Governor and Executive Council. This contract was originally approved by Governor and Executive Council on June 24, 2015, Item #97, and amended on December 2, 2015, Item #35. No additional funding is involved in this time extension request. 100% Federal Funds.

**EXPLANATION**

The US Department of Energy, which administers the federal Weatherization Assistance Program (WAP) for Low-Income Persons, approved OEP's request for an extension of time in which to spend Program Year 2015 WAP funds in New Hampshire. The Program Year expiration date has now moved from March 31, 2016, to June 30, 2016. This contract amendment will allow OEP's subgrantee to add those three months to its PY15 spending plan and will ensure continued leveraging of other funding sources to provide weatherization services to eligible low income families in New Hampshire.

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

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

Respectfully submitted,

Meredith A. Hatfield  
Director

Attachments

OFFICE OF ENERGY AND PLANNING

SUBJECT: WXN15 CONTRACT WITH  
COMMUNITY ACTION PARTNERSHIP  
OF STRAFFORD COUNTY

AMENDMENT

This Amendment dated February 11, 2016, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Partnership of Strafford County, 642 Central Avenue, PO Box 160, Dover, Strafford County, NH 03821-0160 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1044262, as approved by Governor and Council on June 24, 2015 (Item #97), and as amended by the Governor and Council on December 2, 2015 (Item #35), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement as amended and in consideration of payment by the State 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:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
  - A. **Time Extension:** Amend Subparagraph 1.7 of the Agreement by striking the current date of March 31, 2016, and inserting in place thereof the date June 30, 2016, wherever it occurs.
2. **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.

Contract Amendment Office of Energy and Planning

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: [Signature]  
Meredith A. Hatfield, Director

Community Action Partnership of Strafford County

By: [Signature]  
Betsey Andrews Parker, Chief Executive Officer

State of N.H.  
County of Strafford

On this 11 day of February, 2016, before me, Kristen Comeau, the undersigned officer, personally appeared Betsey Andrews Parker, who acknowledged him/herself to be the Chief Executive Officer of Community Action Partnership of Strafford County, a corporation, and that he/she, as such Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Betsey Andrews Parker.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission expires:

6/4/19



Contract Amendment Office of Energy and Planning

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Date: March 3, 2016

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

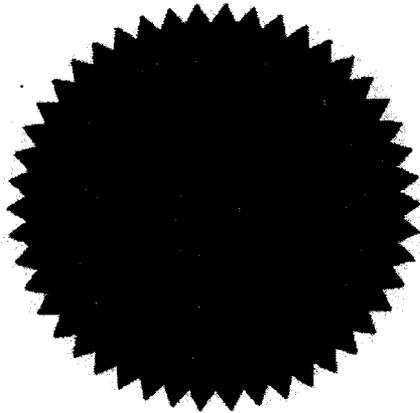
By: \_\_\_\_\_

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTES**

**(Corporate Authority)**

I, Jean Miccolo, Clerk/Secretary of Community Action Partnership of Strafford County  
(Corporation name)

(hereinafter the "Corporation"), a NH corporation, hereby certify that: (1) I am the duly  
(state)  
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the  
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such  
books; (4) that the Board of Directors of the Corporation have authorized, on October 21, 2015, such authority  
(date)  
to be in force and effect until June 30, 2016.  
(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:

Dave Terlemezian Board Chairperson  
(name) (position)

Betsey Andrews Parker Chief Executive Officer  
(name) (position)

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
27 day of January, 2016.

Jean Miccolo  
Clerk/Secretary

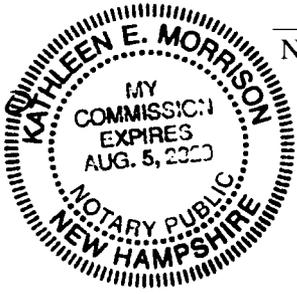
STATE OF New Hampshire  
COUNTY OF Strafford

On this 27 day of January, 2016, before me, Kathleen E. Morrison the  
undersigned Officer, personally appeared Jean Miccolo who acknowledged her/himself  
to be the Secretary of Community Action Partnership of Strafford County, 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.

Kathleen E. Morrison  
Notary Public/Justice of the Peace

Commission Expiration Date: 8/5/20





## **2016 Board of Directors**

David Terlemezian, Chair  
Carrie DiGeorge, Vice Chair  
Colene Arnold, Treasurer  
Jean Miccolo, Secretary  
Joe Bailey  
Dorothea (Dot) Hooper  
William Katan II, Police Council  
Chris Lawrence  
Hope Morrow Flynn  
Jeni Mosca  
Becky Sherburne  
Jason Shute  
Jeannie Wilson  
Sunmayyab (Maya) Wylder

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**Community Action Partnership of Strafford County**  
**Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130**  
**Mailing address: P.O. Box 160, Dover, NH 03821-0160**

**Outreach Offices:**

61 Locust Street, Dover 603-516-8126  
527 Main Street, Farmington 603-516-8191

**Head Start Centers:**

62A Whittier Street, Dover 603-516-2300  
120 Main Street, Farmington 603-755-2883  
55 Industrial Drive, Milton 603-652-0990  
150 Wakefield Street, Rochester 603-516-2330  
184 Maple St. Ext., Somersworth 603-817-5458



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2016

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).

<b>PRODUCER</b> CGI Insurance 171 Londonderry Turnpike  Hooksett NH 03106	<b>CONTACT NAME:</b> Kendra Cote <b>PHONE (A/C No. Ext):</b> (603) 232-9306 <b>E-MAIL ADDRESS:</b> kcote@cgibusinessinsurance.com	<b>FAX (A/C No.):</b> (603) 622-4618
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Community Action Partnership of Strafford PO Box 160  Dover NH 03821-1060	<b>INSURER A</b> Hanover Insurance Company <b>NAIC #</b> 22292	
	<b>INSURER B</b> New York Marine & General Ins	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15/16 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<b>GENERAL LIABILITY</b>			ZHVA192135	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)	\$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE	\$ 3,000,000
										PRODUCTS - COMP/OP AGG	\$ 1,000,000
											\$
A	<b>AUTOMOBILE LIABILITY</b>			AWVA15693	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)	\$			
							Uninsured motorist combined	\$ 1,000,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		UHVA192136	12/31/2015	12/31/2016	EACH OCCURRENCE	\$ 2,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		0					\$			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC201400007962	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
A	<b>Professional Liability</b>			ZHVA192135	12/31/2015	12/31/2016	Each Occurrence	1,000,000			
							Aggregate	3,000,000			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Workers Compensation Coverage-Statutory State - NH The following officers are excluded from coverage under the Workers Compensation policy: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas.

<b>CERTIFICATE HOLDER</b>  NH Office of Energy and Planning Johnson Hall, 3rd Floor 107 Pleasant Street 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Mark Harvie/KDC



MARGARET WOOD HASSAN  
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

October 29, 2015

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

Approval by the Governor  
and Council on 12-2-15  
Agenda Item 35  
*Amend PO 1044262*

**REQUESTED ACTION**

Authorize the Office of Energy and Planning (OEP) to amend the **SOLE SOURCE** Contract Agreement (Contract #1044262) with Community Action Partnership of Strafford County, Inc. (VC #177200), Dover, NH, by increasing the contract amount by \$2,159.00 from \$114,815.00 to \$116,974.00 for the federal Weatherization Assistance Program, effective December 2, 2015, upon approval of Governor and Executive Council through March 31, 2016. This contract was originally approved by Governor and Executive Council on June 24, 2015, Item #97. 100% Federal Funds.

<u>Office of Energy and Planning, Low Income Weatherization</u>	<u>FY 2016</u>
01-02-02-024010-77060000	
074-500587 Grant for Pub. Assist & Relief	\$2,159.00

**EXPLANATION**

Federal rules for the administration of the Weatherization Assistance Program allow New Hampshire to carry-forward unspent funds from Program Year 2014 into the current program year. This amendment will allow full expenditure of available funds as well as continued leveraging of other funding sources to provide weatherization services to eligible low income families in New Hampshire. This three-year federal grant expires March 31, 2016.

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

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

Respectfully submitted,

Meredith A. Hatfield  
Director

Attachments

OFFICE OF ENERGY AND PLANNING

SUBJECT: WXN15 CONTRACT WITH COMMUNITY ACTION PARTNERSHIP  
OF STRAFFORD COUNTY

AMENDMENT

This Amendment dated October 29, 2015, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant Street, Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and Community Action Partnership of Strafford County, 642 Central Avenue, PO Box 160, Dover, Strafford County, NH 03821-0160 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1044262, as approved by Governor and Council on June 24, 2015 (Item #97), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State 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:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
  - A. **Price Limitation:** Amend Subparagraph 1.8 of the Agreement by striking the current sum of \$114,815.00 and inserting in place thereof the total sum of \$116,974.00, wherever it occurs.
  - B. **Exhibit B Methods and Conditions of Payment:** Amend Exhibit B, first paragraph, by striking the current sum of \$82,191.00 and inserting \$84,350.00 for (the balance), to be spent on weatherization activities (Program Activity).
2. **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.

Contract Amendment Office of Energy and Planning

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: [Signature]  
Meredith A. Hatfield, Director

Community Action Partnership of Strafford County

By: [Signature]  
Betsey Andrews Parker, Executive Director

State of NH  
County of Strafford

On this 3<sup>rd</sup> day of November, 2015, before me, Kristen Comeau, the undersigned officer, personally appeared Betsey Andrews-Parker, who acknowledged him/herself to be the Executive Director of Community Action Partnership of Strafford County, a corporation, and that he/she, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Executive Director.

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

[Signature]  
Notary Public/Justice of the Peace



My Commission expires:

June 4, 2019

Contract Amendment Office of Energy and Planning

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: *J. A. Orr*  
Assistant Attorney General

Date: November 9, 2015

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on DEC 02 2015,    .

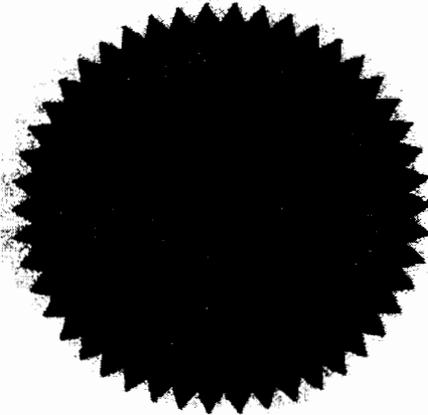
OFFICE OF THE SECRETARY OF STATE

By: *[Signature]*  
**DEPUTY SECRETARY OF STATE**  
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 Community Action Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTES**

**(Corporate Authority)**

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

(hereinafter the "Corporation"), a 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 15, 2014, such authority  
(date)  
to be in force and effect until March 31, 2016.  
(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>David Terlemezian</u> (name)	<u>Board Chairperson</u> (position)
<u>Betsey Andrews Parker</u> (name)	<u>Executive Director</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  
3 day of November, 2015.

Colene Arnold  
Clerk/Secretary

STATE OF New Hampshire  
COUNTY OF Strafford

On this 3 day of November, 2015, before me, Kathleen E. Morrison the undersigned  
Officer, personally appeared Colene Arnold who acknowledged her/himself  
to be the Secretary of Community Action Partnership of Strafford County, 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.

Kathleen E. Morrison  
Notary Public/Justice of the Peace

Commission Expiration Date: August 5 2020





## ATTACHMENT

### 2015 Board of Directors

**David Terlemezian, Chair**  
**Jeni Mosca, Treasurer**  
**Jason Shute**  
**Becky Sherburne**  
**Lauren Berman**  
**Nicole Jordan**  
**Jeannie Wilson**  
**Don Routhier**

**Carrie DiGeorge, Vice Chair**  
**Colene Arnold, Secretary**  
**Joe Bailey**  
**Cassandra Mason**  
**Sunmayyab (Maya) Wylder**  
**Jean Miccolo**  
**Dot Hooper**

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**Community Action Partnership of Strafford County**  
**Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130**  
**Mailing address: P.O. Box 160, Dover, NH 03821-0160**

**Outreach Offices:**

61 Locust Street, Dover 603-516-8126  
527 Main Street, Farmington 603-516-8191

**Head Start Centers:**

62A Whittier Street, Dover 603-516-2300  
120 Main Street, Farmington 603-755-2883  
55 Industrial Drive, Milton 603-652-0990  
150 Wakefield Street, Rochester 603-516-2330  
184 Maple St. Ext., Somersworth 603-817-5458



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/7/2015

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

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

<b>PRODUCER</b> CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		<b>CONTACT NAME:</b> Mark R. Harvie, VP, Commercial Lines Manager <b>PHONE (AC No. Ext):</b> (603) 232-9306 <b>FAX (AC No.):</b> <b>E-MAIL ADDRESS:</b> mharvie@cgibenefitsgroup.com	
<b>INSURED</b> Community Action Partnership of Strafford County & CAP of Strafford County Head Start PO Box 160 Dover NH 03821-1060		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hanover Insurance Company	
		<b>INSURER B:</b> New York Marine & General Ins	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 14-15 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.

CLASS	TYPE OF INSURANCE	ADDL. INSR.	ADDL. COV.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZMVA192135 01	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			ANVA156930 01	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			UHVA192136 01	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED. RETENTION'S						
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Member of NH)	Y/N	N/A	WC201400007962 Statutory State 3 A. NH	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			ZMVA192135 01	12/31/2014	12/31/2015	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

<b>CERTIFICATE HOLDER</b> NH Office of Energy and Planning Johnson Hall, 3rd Floor 107 Pleasant Street 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 Edward Young/KF
--	---



MARGARET WOOD HASSAN  
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

May 29, 2015

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

Approval by the Governor  
and Council on 06.24.15  
Agenda Item 97  
PO 1044262

**REQUESTED ACTION**

1) Authorize the Office of Energy and Planning (OEP) to enter into a **RETROACTIVE SOLE SOURCE** contract with Community Action Partnership of Strafford County (VC #177200), Dover, NH, in the amount of \$114,815.00 for the federal Weatherization Assistance Program (WAP) effective April 1, 2015, through March 31, 2016, upon approval of Governor and Executive Council. 100% Federal Funds.

Funding is available in the following account, Low Income Weatherization, contingent upon the availability and continued appropriation of funds in the FY 2016 operating budget, as follows:

	<u>FY 2015</u>	<u>FY 2016</u>
01-02-02-024010-77060000 074-500587 Grant for Pub. Assist & Relief	\$27,799.00	\$87,016.00

2) Further request authorization to advance to the vendor \$27,799.00 of the above-referenced contract amount.

**EXPLANATION**

OEP is responsible for administering New Hampshire's statewide Weatherization Assistance Program (WAP), funded by a grant from the U.S. Department of Energy (USDOE). The objective of the program is to weatherize homes to reduce energy consumption and energy costs in eligible low income households. Priority is given to households that include elderly, disabled, or children, and households with high energy usage. OEP contracts with New Hampshire's Community Action Agencies (CAAs) to provide weatherization services at the local level. OEP estimates that approximately one hundred seventy-two (172) homes will be weatherized throughout the State as a result of the State's USDOE grant award.

This request is **RETROACTIVE** due to delays in the Congressional authorization of the Federal grant that supports New Hampshire's Weatherization Assistance Program. Due to these delays, the US DOE has authorized OEP to reimburse sub-recipients for eligible weatherization expenses for the full WAP program year, which is from April 1, 2015, through March 31, 2016.

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

The requested advance of funds will enable Community Action Partnership of Strafford County to operate the program between monthly reimbursements from the State, and may only be used for allowable program expenses as detailed in Exhibit B.

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

Respectfully submitted,



Meredith A. Hatfield  
Director

Attachments

Subject: Community Action Partnership of Strafford County – Weatherization Program

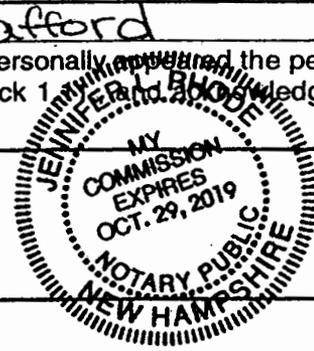
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant St., Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue., PO Box 160, Dover NH 03821-0160	
1.5 Contractor Phone No. (603) 516-8130	1.6 Account Number 01-02-02-024010- 77060000-500587	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$114,815.00
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature <i>Ea And Park</i>		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, Executive Director	
1.13 Acknowledgment: State of <u>NH</u> County of <u>Strafford</u> On <u>May 27, 2015</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 1.12., and s/he acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL] <i>Jennifer Rhoads</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Jen Rhoads, HR</i>			
1.14 State Agency Signature <i>Matti</i>		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>Att. Gen.</i> On: <i>6/4/15</i>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> <b>DEPUTY SECRETARY OF STATE</b> JUN 24 2015			



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

# EXHIBIT A

## Scope of Services

1. Community Action Partnership of Strafford County, hereinafter "the Contractor" or "Subgrantee," agrees to perform weatherization services and all additional services and other work necessary to provide Weatherization Assistance Program (WAP) services to eligible low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 dated February 1, 2002, and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Policies and Procedures Manual, Field Guide, and as otherwise administered by the Office of Energy and Planning (OEP).

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

The Subgrantee agrees to abide by changes in the NH Weatherization Assistance Program designed to improve program delivery and further agrees to perform Weatherization Program services in a manner that will successfully interact with utility administered energy efficiency programs for low-income households in order to provide the best services for New Hampshire's low-income households.

2. The contract period, to be known as Program Year 2015 (PY15), will commence, retroactively, on April 1, 2015, and will have a completion date of March 31, 2016, subject to the approval of Governor and Executive Council.
3. Plans for expenditure of funds for Training and Technical Assistance, Program Implementation, and Leveraging Activities must be defined in the Contractor's Management Plan (CMP) and approved by OEP. Requests to deviate from the plan must be made in writing in advance, and approved by OEP as prescribed in the NH Policies and Procedures Manual.
4. In PY15, Contractor agrees to complete Weatherization Services on 16 (sixteen) dwelling units according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual and Field Guide.
  - (a) Weatherization Services are intended to increase the energy efficiency of the home, and to improve the home's comfort and safety. A certified energy auditor first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.
  - (b) The minimum number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract and shall be incorporated into the CMP. Deviations of more than 20% from expected dwelling unit goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors.

5. In accordance with the US DOE's "Quality Work Plan" (QWP) and the provisions of Weatherization Program Notice (WPN) 15-4 ([http://www.waptac.org/data/files/Website\\_docs/Government/Guidance/2014/WPN-15-4.pdf](http://www.waptac.org/data/files/Website_docs/Government/Guidance/2014/WPN-15-4.pdf)), beginning

Exhibits A, B & C  
Initials *WAP*  
Date *5/27/15*  
Page 1 of 5

April 1, 2015, Contractor must have regular and reliable access to properly trained and certified Quality Control Inspector(s), available as either staff or contractors, able to fully function in that capacity on April 1, 2015. This contract provides funding for continued training and technical assistance sufficient to allow Contractor to secure and maintain the skilled personnel necessary to meet the requirements of WPN 15-4.

6. Effective April 1, 2015, all work performed under the Weatherization Assistance Program (WAP) in New Hampshire, using federal money from any WAP program year, must meet the minimum specifications defined in the US Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). Details are presented in the Standard Work Specifications (SWS) for Home Energy Upgrades referred to in US DOE Weatherization Program Notice 15-4 (see link in paragraph 5, above), as well as in the 2015 edition of the New Hampshire Weatherization Assistance Program's Field Guide (<http://wxfieldguide.com/nh/>), which governs WAP work in New Hampshire beginning on April 1, 2015. Contractor must ensure, and be able to document for OEP, that all staff and contractors who will perform Weatherization work beginning on April 1, 2015, are properly trained and certified for that work and have been informed that their work must meet the requirements of the SWS or dwelling units will not be considered complete and reimbursement will not occur.

Exhibits A, B & C  
Initials *cap*  
Date *5/27/15*  
Page 2 of 5

## EXHIBIT B

### Methods and Conditions of Payment

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

\$114,815.00	(which hereinafter is referred to as the "Contracted Amount"), of which
\$ 27,799.00	will be issued as a cash advance,
\$ 10,722.00 ✓	may be expended for Administration,
\$ 10,160.00 ✓	may be expended for Training & Technical Assistance,
\$ 11,742.00 ✓	may be expended for Health & Safety Measures, and
\$ 82,191.00 ✓	(the balance), to be spent on weatherization activities (Program Activity).

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OEP upon completion of weatherization work. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWAP Policies and Procedures Manual and Field Guide. Contractor shall submit a reimbursement request each month of the program year. Reimbursement requests from Contractor shall be received at OEP no later than the 15<sup>th</sup> day of each month, or the first business day following the 15<sup>th</sup>.

Administrative costs are provided to cover 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.

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

OEP may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the NHWAP as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

Exhibits A, B & C  
Initials *cap*  
Date *5/27/15*  
Page 3 of 5

## EXHIBIT C

### Special Provisions

1. 10 CFR 600 as amended (Financial Assistance Rules), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Policies and Procedures, and Field Guide are all considered legally binding and enforceable documents under this contract. 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 Assistance Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with the audit requirements of the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education, and other Non-profit Organizations." (10 CFR 600.126)

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

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OEP within one month of the time of receipt by the Contractor accompanied by an action plan, 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 the Subgrantee shall allow OEP, DOE, 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 the Weatherization Assistance Program for the purpose of making audits, examinations, excerpts and transcription."

4. In paragraph 10 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A."
5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in the DOE Financial Assistance Rules 2 CFR 215 and OMB Circular A-110.
6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by DOE. (10 CFR Subpart B Part 600.153)
7. Kirk Stone, Weatherization Program Manager of OEP, has been designated with the responsibility for overseeing this contract.

Exhibits A, B & C  
Initials *CAF*  
Date *5/27/16*  
Page 4 of 5

8. Paragraph 14.1.1 of the general provisions shall be modified to read:

"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 \$3,000,000 excess; and"

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

- "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 10 CFR 600.140-600.148 with special emphasis on financial procurement and property management."
- "29. **CLOSE OUT OF CONTRACT.** All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7)."

Exhibits A, B & S  
Initials *BJ*  
Date *6/27/15*  
Page 5 of 5

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT D

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

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

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEEES 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)

642 Central Avenue  
Dover, NH 03820

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

Community Action Partnership of Strafford County  
Contractor Name

April 1, 2015 to March 31, 2016  
Period Covered by this Certification

Betsey Andrews Parker, Executive Director  
Name and Title of Authorized Contractor Representative

*Betsey Andrews Parker*  
Contractor Representative Signature

5/27/15  
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

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

Contract Period: April 1, 2015 to March 31, 2016

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

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

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

Contractor Representative Signature: [Handwritten Signature]
Contractor's Representative Title: Betsey Andrews Parker, Executive Director
Contractor Name: Community Action Partnership of Strafford County
Date: 5/27/15

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT F

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

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

*Instructions for Certification*

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

Exhibits D thru H

Page 4 of 7  
Date 5/27/15  
Initials *cap*

Award #DE-EE0006169, CFDA #81.042

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

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

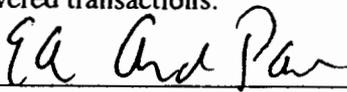
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

	Betsey Andrews Parker, Executive Director
_____ Contractor Representative Signature	_____ Contractor's Representative Title
Community Action Partnership of Stafford County	5/27/18
_____ Contractor Name	_____ Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Betsey Andrews Parker, Executive Director

Contractor's Representative Title

Community Action Partnership of Strafford County

Contractor Name

5/27/15

Date

Exhibits D thru H

Page 6 of 7

Initial *BA*

Date 5/27/15

Award #DE-EE0006169, CFDA #81.042

New Hampshire Office of Energy and Planning

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.

*EA Ann Par*

Contractor Representative Signature

Betsey Andrews Parker, Executive Director

Contractor's Representative Title

Community Action Partnership of Strafford County

Contractor Name

Date

*5/27/15*

Exhibits D thru H

Page 7 of 7

Initials *CAP* Date *5/27/15*

Award #DE-EE0006169, CFDA #81.042

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.

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

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of 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.

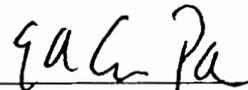
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment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

Betsy Andrews Parker, Executive Director

Signature



Date

5/27/15

Community Action Partnership of Strafford County  
642 Central Avenue, PO Box 160  
Dover, NH 03821-0160  
603-516-8130

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.

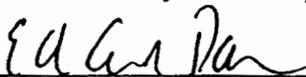
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Energy and Planning must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

	Betsey Andrews Parker, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Community Action Partnership of Strafford County	5/27/15
(Contractor Name)	(Date)

Contractor initials:   
 Date: 5/27/15  
 Page 1 of 2  
 Award #DE-EE0006169, CFDA 81.042

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

099-356-586

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

~~NO~~

YES

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

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

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

NO

YES

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

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

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

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

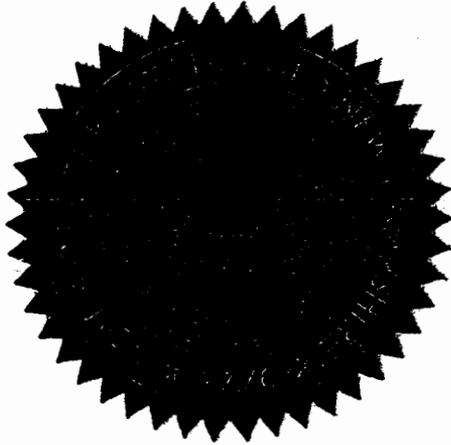
Amount: \_\_\_\_\_

Contractor initials:                       
Date: 5/27/15  
Page 2 of 2  
Award#DE-EE0006169, CFDA 81.042

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</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, Colene Arnold, Clerk/Secretary of Community Action Partnership of Stafford County,  
(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 May 27, 2015, such authority  
(date)  
to be in force and effect until March 31, 2016.  
(contract termination date)

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

Betsy Andrews Parker  
(name)

Executive Director  
(position)

David Tertemezian  
(name)

Board of Directors - Chair  
(position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire  
(state of incorporation)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this  
27 day of May, 2015.

Colene Arnold  
Clerk/Secretary

STATE OF NH  
COUNTY OF Stafford

On this 27 day of May, 2015, before me, Jennifer Rhoad the undersigned Officer, personally appeared Colene Arnold who acknowledged her/himself to be the Secretary of Community Action Partnership of Stafford County, a corporation and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Jennifer Rhoad  
Notary Public/Justice of the Peace

Commission Expiration Date: 10/29/19





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

**FOR THE YEAR ENDED DECEMBER 31, 2013**  
**AND**  
**INDEPENDENT AUDITORS' REPORTS**

*Leone,*  
*McDonnell*  
*& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**DECEMBER 31, 2013**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7 - 12
Supplementary Information:	
Schedule of Expenditures of Federal Awards	13
Notes to Schedule of Expenditures of Federal Awards	14
Independent Auditors' Reports on Internal Control and Compliance	15 - 18
Schedule of Findings and Questioned Costs	19
Summary Schedule of Prior Audit Findings	20

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

## INDEPENDENT AUDITORS' REPORT

### Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statement of financial position as of December 31, 2013, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 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 financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the 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 financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2014, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

June 24, 2014  
Wolfeboro, New Hampshire

*Leane McDonnell & Roberts*  
*Professional Association*

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF FINANCIAL POSITION  
DECEMBER 31, 2013

ASSETS

**CURRENT ASSETS**

Cash and cash equivalents	\$ 614,293
Accounts receivable	656,934
Inventory	15,307
Prepaid expenses	<u>79,283</u>

Total current assets 1,365,817

**NONCURRENT ASSETS**

Security deposits	19,261
Property, net of accumulated depreciation	667,667
Other noncurrent assets	<u>10,000</u>

Total noncurrent assets 696,928

**TOTAL ASSETS** \$ 2,062,745

LIABILITIES AND NET ASSETS

**CURRENT LIABILITIES**

Demand note payable	\$ 87,178
Accounts payable	67,785
Accrued payroll and related taxes	92,674
Accrued compensated absences	80,592
Refundable advances	542,894
Other current liabilities	<u>55,918</u>

Total liabilities 927,041

**NET ASSETS**

Unrestricted	
Undesignated	1,065,270
Board designated	<u>7,328</u>

Total unrestricted 1,072,598

Temporarily restricted 63,106

Total net assets 1,135,704

**TOTAL LIABILITIES AND NET ASSETS** \$ 2,062,745

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>CHANGE IN NET ASSETS</b>			
<b>REVENUES AND OTHER SUPPORT</b>			
Grant revenue	\$ 7,364,989	-	\$ 7,364,989
Fees for service	382,531	-	382,531
Rent revenue	26,715	-	26,715
Public support	249,593	\$ 63,106	312,699
In-kind donations	486,220	-	486,220
Interest	108	-	108
Fundraising	19,866	-	19,866
Other revenue	5,192	-	5,192
	<u>8,535,214</u>	<u>63,106</u>	<u>8,598,320</u>
Total revenues and support			
<b>EXPENSES</b>			
<b>Program services</b>			
Child services	2,421,621	-	2,421,621
Community Services	1,599,936	-	1,599,936
Energy assistance	2,851,652	-	2,851,652
Housing	220,626	-	220,626
Weatherization	460,621	-	460,621
Workforce development	235,839	-	235,839
	<u>7,790,295</u>	<u>-</u>	<u>7,790,295</u>
Total program services			
<b>Supporting activities</b>			
Management and general	803,269	-	803,269
Fundraising	8,070	-	8,070
	<u>8,601,634</u>	<u>-</u>	<u>8,601,634</u>
Total expenses			
<b>CHANGE IN NET ASSETS</b>	(66,420)	63,106	(3,314)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,139,018</u>	<u>-</u>	<u>1,139,018</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,072,598</u>	<u>\$ 63,106</u>	<u>\$ 1,135,704</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2013**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Change in net assets	\$ (3,314)
Adjustment to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	78,719
In-kind donation of vehicle	(48,501)
(Increase) decrease in assets:	
Accounts receivable	16,218
Inventory	98,291
Prepaid expenses	(38,022)
Other noncurrent assets	(10,000)
Increase (decrease) in liabilities:	
Accounts payable	34,208
Accrued payroll and related taxes	5,152
Accrued compensated absences	11,971
Refundable advances	59,174
Other current liabilities	5,449
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>209,345</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchases of property and equipment	<u>(807)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(807)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Repayment of demand note payable	(2,822)
Repayment of long term debt	<u>(34,050)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(36,872)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	171,666
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>442,627</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 614,293</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>	
Cash paid during the year for interest	<u>\$ 4,211</u>

See Notes to Financial Statements

Child ervices	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And General
1,311,950	\$ 720,650	\$ 237,746	\$ 51,410	\$ 70,387	\$ 145,865	\$ 2,538,008	\$ 511,063
142,823	74,518	23,414	6,207	15,044	13,664	275,670	43,655
147,025	78,587	24,189	4,983	17,789	19,028	291,601	22,025
86,035	143,033	2,512,124	109,173	252,434	3,707	3,106,506	166
169,871	299,366	-	-	16,983	-	486,220	-
95,586	42,091	3,223	6,752	38,772	8,980	195,404	23,305
48,734	41,145	8,160	11,961	8,058	3,140	121,198	2,452
68,606	11,237	15,288	-	-	24,990	120,121	1,070
47,739	30,094	3,047	27,338	1,998	3,062	113,278	6,843
-	-	-	-	-	-	-	113,592
29,696	6,876	6,169	128	3,450	160	46,479	63,006
45,051	35,143	447	176	7,270	3,502	91,589	17,567
57,737	28,709	2,745	26	101	3,527	92,845	4,265
59,496	21,651	265	150	283	150	81,995	5,744
32,551	13,852	-	1,431	26,808	1,827	76,469	2,250
55,997	34,878	2,812	709	50	1,240	95,686	(28,591)
7,205	7,547	10,127	-	309	163	25,351	2,350
12,041	6,433	1,805	161	885	2,834	24,159	5,793
-	-	-	-	-	-	-	4,211
3,478	4,126	91	21	-	-	7,716	927
2,421,621	\$ 1,599,936	\$ 2,851,652	\$ 220,626	\$ 460,621	\$ 235,839	\$ 7,790,295	\$ 803,269



**ATTACHMENT**

**2015 Board of Directors**

**David Terlemezian, Chair**  
**Jeni Mosca, Treasurer**  
**Jason Shute**  
**Becky Sherburne**  
**Lauren Berman**  
**Nicole Jordan**  
**Jeannie Wilson**  
**Don Routhier**

**Carrie DiGeorge, Vice Chair**  
**Colene Arnold, Secretary**  
**Joe Bailey**  
**Cassandra Mason**  
**Sunmayyab (Maya) Wylder**  
**Jean Miccolo**  
**Dot Hooper**

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**Community Action Partnership of Strafford County**  
**Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130**  
**Mailing address: P.O. Box 160, Dover, NH 03821-0160**

**Outreach Offices:**

61 Locust Street, Dover 603-516-8126  
527 Main Street, Farmington 603-516-8191

**Head Start Centers:**

62A Whittier Street, Dover 603-516-2300  
120 Main Street, Farmington 603-755-2883  
55 Industrial Drive, Milton 603-652-0990  
150 Wakefield Street, Rochester 603-516-2330  
184 Maple St. Ext., Somersworth 603-817-5458



**List of Key Personnel – Weatherization Program PY15**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>
Quinn Slayton	Community Services and Housing Director	\$57,000
Brandi Chagnon	Community Services Manager	\$40,000
Janette Plaisted	Weatherization Coordinator	\$40,000
TBD	Energy Auditor	\$38,000

C. Quinn Slayton

**SPECIALITIES**

- Community Action leadership
- Program management
- Anti-poverty work
- Fundraising & grant writing
- Staff & volunteer supervision

**CAREER HIGHLIGHTS**

- Nonprofit senior leadership experience, specifically at a Community Action Agency
- Experience with program management, including budget oversight, staff & volunteer supervision, and program evaluation
- Years of successful fundraising through individual donor development, workplace campaigns, and grant writing
- Strong relationships with a diverse portfolio of greater Seacoast businesses and nonprofits
- Lead organizer on two successful community initiatives to support low-income and homeless community members
- Certified trainer in *Bridges Out of Poverty* to change mindsets to create better community strategies around ending poverty
- Staff leader on mission advancement team, including a reorganization of agency intake system
- Graduate of Leadership Seacoast, a 6-month intensive community leadership program

**EDUCATION & CERTIFICATIONS**

**Certificate of Non-Profit & National Service Management, 2009**  
Evans School of Public Affairs, University of Washington, Seattle, WA  
**Bachelor of Fine Art, 2004**  
Ball State University, Muncie, IN

**CURRENT POSITION**

**Community Services & Housing Director: December 2014 - present**  
*Community Action Partnership of Strafford County, Dover, NH*

Senior level position with significant responsibility for supervision and oversight of major programs and staff. Responsible for grant writing, budget development & tracking, coordinating, implementing, evaluating and reporting on programs for Community Services (energy, food pantry and senior transportation), Weatherization, Housing, Homeless Outreach and Workforce programs.

**WORK EXPERIENCE**

**Director, Resource Development: July 2012 – November 2014**  
*United Way of the Greater Seacoast, Portsmouth, NH & United Way of Massachusetts Bay & Merrimack Valley, Lowell, NH*

Growing & strengthening relationships with businesses, non-profits, and individuals to inspire greater and more consistent giving to the United Way in the Greater Seacoast region of New Hampshire and the Merrimack Valley region of Massachusetts.

**Volunteer Program Manager: August 2009 – July 2012**

*Skagit County Community Action Agency, Mount Vernon, WA*

Senior manager of the Volunteerism Division, including grants management of national service programs, the volunteer center, and community engagement & fund development initiatives.

**Campaign Associate: September 2011 – December 2011**

*United Way of Skagit County, Burlington, WA*

Led workplace campaign presentations at businesses, non-profits, and school district to inspire giving to United Way.

**Project Supervisor: August 2006 - August 2009**

*Washington Reading Corps & VISTA, Skagit County Community Action Agency, Mount Vernon, WA*

Supervised and managed 60 AmeriCorps national service members in 20 school and non-profit sites. Responsible for member & site support and fiscal management of program.

**Board Member: October 2006 - October 2007**

*The Connection: A Women's Space, Bellingham, WA*

Founding board member of women's community arts center. Led efforts to apply for 501(c)3 status.

**Team Leader (AmeriCorps VISTA Leader): August 2005 - August 2006**

*Washington Reading Corps, Campus Compact, Western Washington University, Bellingham, WA*

Provided support, leadership, and training to AmeriCorps members serving as reading tutors in elementary schools. Responsible for recruiting, interviewing, and hiring 34 positions.

**School Safety Coordinator (AmeriCorps VISTA): August 2004 - August 2005**

*Bethel School District, Alliance for Children, Youth, & Families, Tacoma, WA*

Assisted school district with implementation of school safety plans. Developed and illustrated a children's curriculum for earthquake safety education implemented in elementary schools.

## **ORGANIZATIONS**

- Seacoast Rotary, March 2014-present
- United Way Emerging Leaders, September 2013-present
- Catapult, September 2012-present
- Leadership Seacoast, January 2012-present

## **OTHER SKILLS**

- High energy, positive attitude
- Thrive in a diverse work place
- Excellent verbal & written communication skills
- Proficiency in Microsoft Office suite, Adobe products, website design, and database creation
- Experience with Raiser's Edge, CSST, HMIS, ANDAR and CRM.

# Brandice Chagnon

## Objective

To advance in my career in a social services agency that promotes and lives by its mission to rise individuals out of poverty and achieve self-sufficiency.

## Experience

- 5/11-Present                      CAP of Stafford County                      Dover, NH  
**Community Services Manager**
- Meet or exceed budget guidelines by managing the Fuel and Electrical assistance budgets.
  - Established and maintain professional rapport with representatives from the Office of Energy and Planning, various political officials, and local welfare office directors.
  - Facilitate staff professional development to include training on extensive customer service related topics.
  - Enlightened key community partners to CAPSC's mission and role in the community by reaching out and providing knowledge about all CAP related programs at any given opportunity.
- 5/08-5/11                      Rockingham Community Action                      Raymond, NH  
**Site Director**
- Served residents in 12 surrounding towns with resources to achieve self-sufficiency.
  - Compiled and tracked all clients that utilize any form of service in the outreach center.
  - Tracked and reported all funding, revenue and budgets for the center on a monthly basis.
  - Supervised and trained staff on new tools, resources and programs run by the outreach center
  - Worked closely with Town Welfare, landlords, utility companies NH Housing and various other community-involved offices to ensure clients best interest are sought.
- 3/06-5/08                      Rockingham Community Action                      Portsmouth, NH  
**Work Resource Specialist**
- Assisted former TANF recipients to achieve job advancement and retention and prevent recidivism and reliance on public assistance.
  - Maintained awareness of community resources and referring agencies to better assist clients in need.
  - Maintained and updated monthly reports using extensive Microsoft Excel spreadsheets.
- 8/05-3/06                      Work Opportunities Unlimited                      Derry, NH  
**Vocational Resource Specialist**
- Assisted individuals with various backgrounds and skills set to find and maintain meaningful employment with in the community.
  - Maintained relationships with homecare providers, guardians and caseworkers for each client to achieve the highest support level possible in finding employment.
  - Prepared daily, weekly and monthly progress notes on each individual in a four-person caseload.

4/03-5/05 | Brian's House in the Village | Plymouth, NH  
**Program Coordinator**

- Facilitated and Supervised safe visitation for children and families.
- Collaborated closely with Plymouth District Court, DCYF, Domestic Violence Shelter, and Various Guardian *ad litem*s in the surrounding counties.
- Reviewed court documents in order to comply with visitation.
- Assisted the director in acquiring federal and corporate grants.

1997-2003 | Market Basket. | Salem/Tilton, NH  
**Assistant Manager**

- Managed and directed front-end personnel on a nightly basis.
- Assisted in creating schedules for all front-end personnel on a weekly basis.

**Education**

2000-2004 | Plymouth State University | Plymouth, NH

- B.A., Childhood Studies.
- Graduated Outstanding Senior Woman.

**Achievements**

- PSU Class of 2004 Vice President
- PSU Top 20 Outstanding Senior Award
- 2003 Community Service Award
- Americorps Member and scholarship recipient 2003

**Janette  
Plaisted**

**Objective**

To grow in a team that is moving forward and expanding programs through partnerships within the community as well as play lead role in expanding programs that are self-sustainable.

**Weatherization Coordinator**

11/2014-Present CAPSC, Dover, NH

- Developed work flow via Microsoft spreadsheets of all weatherization jobs in Strafford county
- Leverage funding sources to maintain all budgets while also allowing work crews to achieve maximum energy efficiencies in client's homes.
- Receive and act on emergency and non-emergency weatherization referrals from community services staff, cities and clients.
- Proficient in OTTER- a data base that reflects and documents the unique energy efficiencies the weatherization program provides.

**Community Projects Coordinator**

9/10-11/2014 CAPSC, Dover, NH

- Established policies and procedures for various nutritional programs.
- Created extensive excel spreadsheets in order to report precise data to state level officials.
- Developed CAPSC's summer meals program as a new initiative and expanded its output of meals and sites to double each year.
- Hired, trained, and managed summer meals staff for a rapid onset and delivery of the program.
- Maintain excellent relationships with the Department of Education, USDA and partner programs throughout Strafford County in order to have stable sites.
- Oversaw town of Milton Welfare Department. Managed a budget to on Milton town residents emergency assistance

**Outreach Coordinator**

2000-2010 CAPSC, Farmington, NH

- Delivered Outreach services
- Operation flood recovery of Strafford County
- Certify fuel and electrical applications
- Oversee volunteers and staff
- Assisted Town of Farmington Welfare
- Holiday

**Assistant to the Outreach Coordinator**

1998-2000 CAPSC, Milton, NH

- Assisted Milton and Somersworth Welfare in making critical decisions on residents on overall welfare.
- Assisted coordinator with general office maintenance up to and including, sorting of mail, data entry, and client data record keeping.

## **Achievements**

- Achieved Excel I, II, III certificate
- Achieved Access I, II certificate
- Introduction to ROMA certificate
- Safe Food Handling Certificate
- Crisis Prevention Certified
- Certificate of Individual Excellence
- ISO
- Emergency Response Team Certification
- CPR Certified
- Outstanding citizenship award

## **References**

References are available on request.

Community Action Partnership of Strafford County  
Board of Directors Annual Meeting Minutes  
December 15, 2014  
Frisbie Memorial Hospital

**Attendance-** Lauren Berman, Jeni Mosca, Jean Miccolo, Becky Sherburne, Dave Terlemezian, Colene Arnold, Mya Wylder, Nicole Jordan, Cassandra Mason

**Guests:** attendees of the annual meeting. List on file.

**Staff:** Jen Rhode, Betsey Andrews Parker, Melissa Adams, Suz Weete, Susan Geier, Kenn Ortmann, Quinn Slayton, Pat Meattey, Charna Aversa, Deb Meader, Brandi Chagnon,

Betsey Andrews Parker, Executive Director, opened the meeting (chair absent due to illness) and welcomed the attendees to the annual meeting for the Community Action Partnership for Strafford County.

The annual statistics were reviewed and programs highlighted that the agency grew this year: summer meals and coordinated access. Betsey referred the attendees to the annual report provided and available on the website. She also highlighted our fundraiser, CAP Lip Sync, as a new way to raise awareness of services, find new supporters and raise money for services.

Jeni Mosca, Board Treasurer, presented a summary of the fiscal work of CAP last year. Highlights of the fiscal work include: implementation of a new accounting program, development audit, discussion of a capital campaign, and board finance training by Leone, McDonnell and Roberts. She turned over the presentation to Doug Surina, Finance Director for CAP. Doug reviewed the results of the 2013 audited financial statements. He specifically talked about our revenue and expenses and referred to slide deck which detailed our audited statements. He referred the attendees to our website where we have published the 990 for review.

Coordinated Access panel- CAP in partnership with the Greater Seacoast Coalition on Homelessness, is operating Coordinated Access for the greater seacoast region. This is an initiative funded by United Way of the Greater Seacoast. Coordinated Access provides a game-changing approach to better serving the homeless while at the same time improving efficiency in the field.

Operating out of the Community Action Partnership of Strafford County in Dover, that person, the Coordinated Access Specialist, is the primary point person for referrals and placements, performs an assessment over the phone, provides resources when appropriate and, if necessary connect the client with a shelter. The goal is to prevent homelessness, which makes the one-on-one conversations so critical; perhaps there are community programs or supports that can belie the need to leave their current housing.

A panel of partners presented their experience with Coordinated Access, trends in programming and status of future funding. The panelists were: Maureen Ryan, Bureau of Homeless and Housing Services, NH DHHS, Martha Stone, Executive Director, Cross Roads House, and Erik Swanson, Coordinated Access Specialist, Community Action Partnership of Strafford County

**Election of officers**

Colene Arnold, Board Secretary, presented the slate of officers approved at the November Board of Directors. The following is the new executive committee for CAPSC: David Terlemezian, Chairman, Carrie DiGeorge, Vice Chair, Jeni Mosca, Treasurer, and Colene Arnold, Secretary

Community Action Partnership of Strafford County  
Board of Directors Annual Meeting Minutes  
December 15, 2014  
Frisbie Memorial Hospital

New Chair Dave Terlemezian addressed the attendees, thanked them for attending and adjourned the annual meeting at 10:20am.

**Special Meeting**

Chair Dave Terlemezian called a special board meeting at 10:30am to discuss the following:

1. vote to authorize the Executive Director and/or Board Chair to enter into contracts on behalf of CAP from December 1, 2014 to November 30, 2015
2. discussion and vote on terminating CAP's fiscal agent arrangement with the Bridging the Gaps Coalition and transferring the SAMSHA grant to the City of Rochester

The board votes to authorize the Executive Director and Board Chair to enter into contracts on behalf of the Community Action Partnership of Strafford County for the fiscal year. The vote is specifically required for state of NH contracts. If we did not vote for a year period we need to call meetings in addition to the scheduled board meetings for contract approval. Colene, the board secretary, signs off on each certificate of vote as a board member for NH contracts. Betsey includes all grants received/submitted in her ED report to the board as an additional notification of grant awards. Head Start is a separate meeting item for approval. Jeni Mosca made a motion to approve the Executive Director and Board Chair to enter into contracts on behalf of CAP for fiscal year 2015. Colene Arnold seconded the motion. Motion passed.

CAP is the fiscal for the Bridging the Gaps coalition. Betsey spoke with the Board Chair regarding the coalition, the poor federal monitoring report from the August site review, lack of compliance from the program perspective (CAP fiscal is sound) and lack of understanding of the monitoring letter by the coalition. CAP staff worked for the past year to assist the coalition (duty above and beyond our fiscal agent agreement) to meet the grant requirements. The coalition is not meeting the grant requirements and CAP staff strongly feels the coalition will not be able to correct the monitoring issues in the timeline. CAP staff does not recommend continuing with the fiscal agent relationship because it puts CAP's clean record with the feds at risk if the grant is defunded/found out of compliance/etc. The coalition members have found a new fiscal agent (city of Rochester). This grant is not mission central and totals \$125,000 per year. We are the pass thru agent. CAP is the 2<sup>nd</sup> fiscal agent for this coalition. CAP staff strongly support relinquishing the grant. Carrie asked what the ramifications would be with Rochester if we relinquish. Betsey said the transfer to the City would help but the damage of the monitoring letter is done. The coalition is not taking responsibility for the work and blame the past fiscal and staff. It will be inevitable that CAP will be blamed for a perceived failure. Betsey asked Dave to reach out to Rochester PD to offer guidance and has invited chair to next coalition meeting to address issues/answer questions. CAP staff feel relinquishing grant at this point will do less damage than a grant failing and having it taken away. As the fiscal, we have little control but most risk. Jeni Mosca made a motion to relinquish the grant within 90 days or sooner of this board meeting. Cassandra Mason seconded the motion. Motion passed.

Meeting adjourned at 10:45am