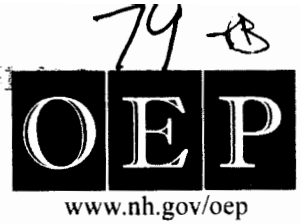




CHRISTOPHER T. SUNUNU
GOVERNOR

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



May 24, 2017

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

REQUESTED ACTION

Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Tri-County Community Action Program, Inc. (VC #177195), Berlin, NH, in the amount of \$213,816.00 to supplement the Agency's Weatherization Assistance Program (WAP), effective June 21, 2017, through July 31, 2018, upon approval of Governor and Executive Council. 100% Federal Funds. (LIHEAP-US DHHS)

<u>Office of Energy and Planning, Fuel Assistance</u>	<u>FY 2017</u>
01-02-02-024010-77050000	
074-500587 Grant for Pub. Assist & Relief	\$213,816.00

EXPLANATION

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

OEP is responsible for administering New Hampshire's statewide Weatherization Assistance Program. The objective of the program is to reduce energy consumption and the impact of energy costs in low-income households. Priority is given to the elderly, disabled, households with children and households with high-energy usage.

The Low Income Home Energy Assistance Program (LIHEAP-US DHHS) supplemental funding will allow the Community Action Agency (CAA) to effectively and efficiently increase the number of homes weatherized in this program year. OEP estimates that approximately forty-one (41) additional homes will be weatherized in the CAA's service area as a result of the supplemental funding.

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

Respectfully submitted,

Myles Matteson
Director


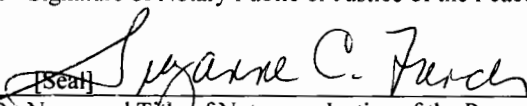
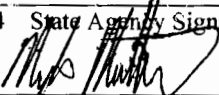
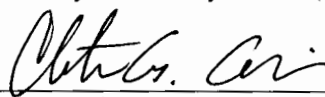
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number 01-02-02-024010-77050000-500587 02BWP17	1.7 Completion Date July 31, 2018	1.8 Price Limitation \$213,816.00
1.9 Contracting Officer for State Agency Kirk Stone, Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert G. Boschen Jr., Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Coos On 5-19-17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary			
1.14 State Agency Signature  Date: 5/24/17		1.15 Name and Title of State Agency Signatory Myles Matteson, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/1/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

New Hampshire Office of Energy and Planning

EXHIBIT A

Scope of Services

1. Tri-County Community Action Program, Inc., hereinafter “the Contractor,” agrees to utilize the Building Weatherization Program (BWP) funds from the federal Low Income Home Energy Assistance Program (LIHEAP) to provide weatherization services which meet the requirements and standards for LIHEAP weatherization work. In addition, all weatherization work completed under the BWP will be in accordance with regulations set forth in 2 CFR 200 as amended, and will be guided and implemented as directed by the Office of Energy and Planning (OEP) in this contract and, from time to time, in BWP Subgrantee Notices or other communications. The Contractor agrees to revise BWP practices and procedures to incorporate instructions from OEP.

The Contractor agrees to incorporate changes to the NH Building Weatherization Program as prescribed by OEP to improve program delivery. And Contractor further agrees to perform all weatherization services in a manner that will successfully interact with utility administered energy efficiency programs for low income households in order to provide the best services for those households.

2. This Building Weatherization Program contract period will commence on June 21, 2017, and will have a completion date of July 31, 2018, subject to the approval of the Governor and Executive Council.
3. BWP funds which are the subject of this contract shall not be expended for health and safety purposes. However, in projects where BWP money is used without any WAP money involved – in other words, where there is no money for the installation of health and safety measures – then that BWP project may include the cost of incidental repair measures (see the NH Policies and Procedures Manual) if, by so doing, the cumulative SIR for the whole project is not brought down to below 1.
4. No portion of the BWP funding in this contract is set aside for training and technical assistance (T&TA). However, Contractor may choose to expend some or all of the designated administrative funds on T&TA activities. Appropriate back-up and justification for the use of those funds will be required by OEP prior to reimbursement.
5. During the contract period, the Contractor agrees to complete weatherization services on approximately 41 dwelling units according to the standards and expectations presented in LIHEAP weatherization guidance.
 - a. The number of dwelling units and the amount of funds to be expended shall conform to the provisions of this contract. OEP reserves the right to review progress under this contract at any time and may utilize information from such reviews to alter dwelling unit goals and funds to be expended.
 - b. All funds provided to the Contractor under this agreement must be expended by July 31, 2018.

6. Effective April 1, 2015, all work performed under the federal Weatherization Assistance Program (WAP) in New Hampshire must meet the minimum specifications defined in the US Department of Energy's "Quality Work Plan" (QWP) and the associated Standard Work Specifications (SWS). While BWP work is not subject to those same specifications directly, Contractor will manage BWP work in a manner which provides clients with weatherization outcomes similar to those achieved under WAP guidance whenever possible.
7. Client eligibility for BWP-funded weatherization work will be the same as for WAP-funded weatherization work: client income must be no greater than 200% of the federal poverty guidelines. In cases where client income is a small amount greater than the 200% guideline allows, OEP may be approached with a case for a BWP waiver. Such a waiver is not available if the weatherization job will include the expenditure of any WAP money.
8. BWP money may be "leveraged" (used in combination with) any other weatherization funding source. If WAP/DOE money is used in a dwelling weatherization project, that project must be completed to WAP standards and be approved as "WAP complete, ready for reimbursement" by a certified Quality Control Inspector.
9. BWP money may be used for either full dwelling weatherization upgrades or for heating system improvements such as are accomplished under the Heating Repair and Replacement Program (HRRP).
10. As with HRRP, the maximum amount of BWP money to be spent on any one dwelling project is \$6,000. If the BWP budget for any one project must exceed that amount, a waiver must be requested from OEP.
11. BWP production includes:
 - a. Weatherization upgrades which are commensurate with a work plan developed from a thorough dwelling energy audit and a TREAT model prepared by a qualified (BPI certified) Building Analyst or Quality Control Inspector who has developed the work plan (the energy conservation measures – ECMs – to be installed) using either the "benefit/cost ratio" (B/C methodology) as defined by the utilities' Home Energy Assistance (HEA) program or the "savings to investment ratio" (SIR) methodology as defined by the US DOE for use in WAP.
 - b. Final inspections which determine:
 - i. Whether the project's work plan was appropriate and complete, taking into account the methodology – B/C or SIR – used by the energy auditor to select the ECMs to be installed, the pre-weatherization condition of the building, etc.
 - ii. Whether that appropriate work plan was fully and effectively implemented in the dwelling, providing the client with a comprehensive energy-saving weatherization outcome.
 - c. In projects where BWP money is used alongside WAP money in the same dwelling, that project must be completed using the WAP rules and standards, including the installation of only those measures which individually achieve an SIR equal to or greater than 1, the use of a certified Quality Control Inspector to perform the final inspection, etc.

- d. In projects where no WAP money is involved, the final BWP inspection may be performed by either a BPI-certified Building Analyst or a BPI-certified Quality Control Inspector.
- e. HRRP investments using BWP money must follow the same guidelines for analysis, work order development, procurement, installation, and final inspection as are required for “traditional” HRRP work in New Hampshire – see the NH WAP Policies and Procedures Manual.
- f. Because BWP money is not WAP money, BWP money may be used in weatherization upgrades to dwellings which have received WAP-funded upgrades since September of 1994 by presenting a waiver request to OEP. However:
 - i. Re-weatherization should be done sparingly, remembering that there are thousands of potential clients who have received no weatherization services at all.
 - ii. Care should be taken, as always, to avoid even the appearance of favoritism.
 - iii. WAP money cannot be part of the leveraging done on re-weatherized dwellings which received the benefit of at least some WAP dollars in the first round of weatherization work done.

12. The tracking of BWP jobs will include:

- a. Contractor preparation and maintenance of a client file on every BWP job. Contractor will utilize a filing protocol which allows recovery of the file when checking future jobs against previous weatherization work performed, etc. – even if no WAP money was used. Future CAP agency WAP Directors need to be able to check on weatherization work completed in dwellings, whether WAP money was used or not.
- b. The use of a separate BWP reimbursement request package/spreadsheet supplied by OEP. All jobs with any BWP money invested must be submitted for reimbursement on the BWP set of forms. If a particular job also includes the use of any WAP money, then that job will have to be submitted for WAP reimbursement as well – using the WAP reimbursement request forms already in use. Therefore, a single weatherization job may have to be submitted to OEP twice in order for it to be reimbursed from both funding sources.

13. This agreement consists of the following documents: a completed P-37 form, and Exhibits A, B, C, D, E, F, G, H, I, and J. All exhibits are incorporated herein by reference as if fully set forth herein.

New Hampshire Office of Energy and Planning

EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services set forth in Exhibit A, the State agrees to pay the Contractor, Tri-County Community Action Program, Inc., up to the total sum of:

\$ 213,816.00 (which hereinafter is referred to as the "Contracted Amount"), of which
\$ 10,691.00 is the maximum to be spent on BWP related administrative costs,
\$ 203,125.00 (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. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. Contractor shall submit a payment request to OEP for each month of the contract period. Payment requests from Contractor shall be received at OEP no later than the 15th day of each month, or the first business day following the 15th day.

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

OEP will also be allowed, as a function of its administrative oversight, to modify contracted budget amounts as necessary to ensure the efficient and effective operation of the contract as long as these modified expenditures do not exceed the total "Contracted Amount" as specified above.

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

New Hampshire Office of Energy and Planning

EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program (NHWAP) State Plan, NHWAP Policies and Procedures Manual (P&PM), and NHWAP Field Guide are all considered part of this contract by inclusion and shall be legally binding and enforceable documents under this contract. The Office of Energy and Planning (OEP) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Building Weatherization Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance 2 CFR 200, Subpart F-Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every five years.

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

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

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

4. 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 2 CFR 200 Subpart E-Cost Principles.
6. Program and financial records pertaining to this contract shall be retained by OEP and the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333-Retention Requirements for Records.

7. The following paragraphs shall be added to the general provisions under “Special Provisions:”

“22a. 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.”

“22b. 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.”

“22c. 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.”

“22d. PROCUREMENT. Subgrantee shall comply with all provisions of 2 CFR 200 Subpart D-Post Federal Award Requirements –Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F-audit Requirements) and property management (2 CFR 200 Subpart D-Post Federal Award Requirements-Property Standards.”

“22e. 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).”

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
US DEPARTMENT OF ENERGY
US DEPARTMENT OF HOMELAND SECURITY**

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

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

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

Exhibits D thru H
Page 1 of 7
Initials RLC Date 05/19/13

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

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

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

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

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

Tri-County Community Action Program, Inc.

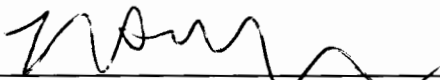
Contractor Name

June 21, 2017 – July 31, 2018

Period Covered by this Certification

Robert G. Boschen Jr., Chief Executive Officer

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

05/19/17
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
US DEPARTMENT OF ENERGY
US DEPARTMENT OF HOMELAND SECURITY

Programs (indicate applicable program covered):

- Low-Income Home Energy Assistance Program
Weatherization Program
Federal Emergency Management Agency
Building Weatherization Program

Contract Period: June 21, 2017 – July 31, 2018

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

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

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

[Handwritten Signature]

Contractor Representative Signature

Robert G. Boschen, Jr., Chief Executive Officer

Contractor’s Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

05/19/17

Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT F

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

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

Instructions for Certification

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

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Initials RGE Date 05/19/17

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

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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

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

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

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



Contractor Representative Signature

Robert G. Boschen, Jr., Chief Executive Officer
Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

5.19.17

Date

Exhibits D thru H
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Initials RB Date 5/19/17

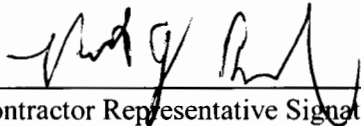
New Hampshire Office of Energy and Planning

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

Robert G. Boschen, Jr., Chief Executive Officer

Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

5.19.17

Date

Exhibits D thru H

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Initials RGB Date 05/19/17

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT H

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

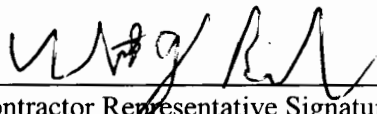
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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



Contractor Representative Signature

Robert G. Boschen, Jr., Chief Executive Officer

Contractor's Representative Title

Tri-County Community Action Program, Inc.

Contractor Name

5.19.17

Date

Exhibits D thru H

Page 7 of 7

Initials R.G.B. Date 05/19/17

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.

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

Applicability and Period of Obligation

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

Employment Practices

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

Subrecipient Assurance

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

Data Collection and Access to Records

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

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

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

Signature _____ Date 05/19/17

Robert G. Boschen, Jr., Chief Executive Officer
Tri-County Community Action Program, Inc.
30 Exchange Street
Berlin, NH 03570
(603) 752-7001

Exhibit I
Page 2 of 2
Initials RGB Date 05/19/17

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.

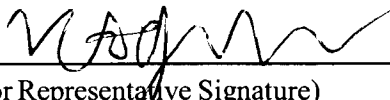
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Office of Energy and Planning must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 <hr/> (Contractor Representative Signature)	Robert G. Boschen, Jr., Chief Executive Officer <hr/> (Authorized Contractor Representative Name & Title)
Tri-County Community Action Program, Inc. <hr/> (Contractor Name)	5.19.17 <hr/> (Date)

Contractor initials: RGB
 Date: 05/19/17
 Page 1 of 2
 Grant: G-17B1NHLIEA
 CFDA: 93.568

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073975708

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?

X NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: RWB
Date: 05/18/17
Page 2 of 2
Grant: G-17B1NHLIEA
CFDA: 93.568

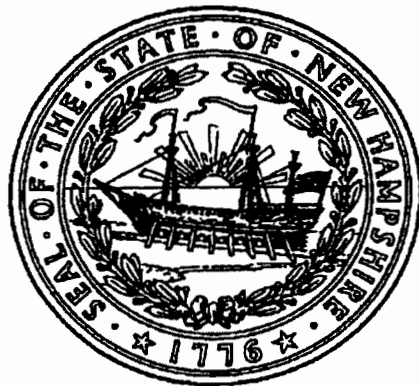
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Gary Coulombe, Clerk/Secretary of Tri-County Community Action Program, Inc. (name)
(Corporation name)

(hereinafter the "Corporation"), a New Hampshire (state) corporation, hereby certify that: (1) I am the duly 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 8-23-16, such authority (date) to be in force and effect until July 31, 2018. (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:

Robert G. Boschen, Jr
(name)

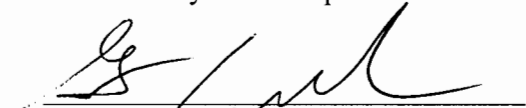
Chief Executive Officer
(position)

(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 19th day of May, 2017.

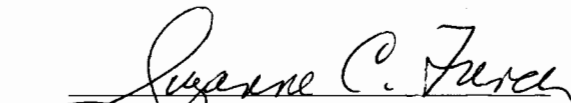


Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Coos

On this 19th day of May, 2017, before me, Suzanne C. French the undersigned Officer, personally appeared Gary Coulombe who acknowledged her/himself to be the Secretary of Tri-County Community Action Program, Inc., a corporation and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public/Justice of the Peace

Commission Expiration Date: 6-19-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2016

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER A: Philadelphia Ins Co
	INSURER B: AmGuard Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1521023	7/1/2016	7/1/2017	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 - COMPOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1521031	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB548500	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TRWC783275 (3a.) NH K. Matthews, R. Urban & W. Hatch excluded	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1521023	7/1/2016	7/1/2017	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER Office of Energy Planning Johnson Hall Barbara Shea 107 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Sharpe/JSC 
--	--

Financial Statements

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

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

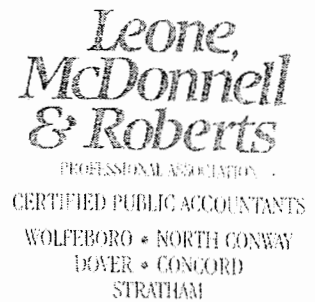
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of cash flows and functional expenses, and the related notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended June 30, 2016.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2016, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell + Roberts
Professional Association

November 16, 2016
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 589,806	\$ 488,950
Accounts receivable	1,248,318	1,014,274
Pledges receivable	229,419	247,754
Inventories	88,880	116,150
Prepaid expenses	<u>40,992</u>	<u>30,678</u>
Total current assets	<u>2,197,415</u>	<u>1,897,806</u>
PROPERTY		
Property, plant, and equipment	13,388,060	13,468,105
Less accumulated depreciation	<u>(5,052,926)</u>	<u>(4,588,525)</u>
Property, net	<u>8,335,134</u>	<u>8,879,580</u>
OTHER ASSETS		
Restricted cash	787,761	540,395
Building refinance costs, net	<u>14,478</u>	<u>15,365</u>
Total other assets	<u>802,239</u>	<u>555,760</u>
TOTAL ASSETS	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Demand note payable	\$ 863,867	\$ 700,252
Current portion of long term debt	197,181	271,685
Current portion of capital lease obligations	2,718	-
Accounts payable	675,526	671,782
Accrued compensated absences	294,243	332,024
Accrued salaries	176,185	134,822
Accrued expenses	93,764	107,474
Refundable advances	233,329	191,343
Other liabilities	<u>510,910</u>	<u>280,474</u>
Total current liabilities	<u>3,047,723</u>	<u>2,689,856</u>
LONG TERM DEBT		
Long term debt, net of current portion	5,866,916	5,938,456
Capital lease obligations, net of current portion	11,756	-
Interest rate swap at fair value	<u>-</u>	<u>7,385</u>
Total liabilities	<u>8,926,395</u>	<u>8,635,697</u>
NET ASSETS		
Unrestricted	1,630,450	1,951,539
Temporarily restricted	<u>777,943</u>	<u>745,910</u>
Total net assets	<u>2,408,393</u>	<u>2,697,449</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contracts	\$ 12,304,094	\$ 300,307	\$ 12,604,401	\$ 13,830,872
Program funding	1,680,245	81,445	1,761,690	1,703,174
Utility programs	1,279,740	-	1,279,740	916,957
In-kind contributions	313,824	-	313,824	252,489
Contributions	253,726	14,206	267,932	137,183
Fundraising	37,281	-	37,281	43,415
Rental Income	800,533	-	800,533	824,332
Interest Income	272	-	272	485
(Loss) gain on disposal of property	(175,932)	-	(175,932)	16,560
Other revenue	421	-	421	91,349
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	16,494,204	395,958	16,890,162	17,816,816
NET ASSETS RELEASED FROM RESTRICTIONS	<hr/>	<hr/>	<hr/>	<hr/>
	363,925	(363,925)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	16,858,129	32,033	16,890,162	17,816,816
	<hr/>	<hr/>	<hr/>	<hr/>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	779,057	-	779,057	883,748
Head Start	2,176,567	-	2,176,567	2,289,054
Guardianship	735,473	-	735,473	767,955
Transportation	1,074,998	-	1,074,998	985,004
Volunteer	101,998	-	101,998	87,521
Workforce Development	366,205	-	366,205	449,251
Alcohol and Other Drugs	1,086,057	-	1,086,057	989,422
Carroll County Dental	513,419	-	513,419	496,634
Carroll County Restorative Justice	47,843	-	47,843	95,727
Support Center	276,766	-	276,766	249,099
Homeless	514,521	-	514,521	442,493
Energy and Community Development	6,988,501	-	6,988,501	7,433,283
Elder	1,125,851	-	1,125,851	1,088,328
Housing Services	161,727	-	161,727	172,157
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	15,948,983	-	15,948,983	16,429,676
Supporting Activities:				
General and administrative	1,236,429	-	1,236,429	1,154,866
Fundraising	1,191	-	1,191	4,498
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,237,620	-	1,237,620	1,159,364
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	17,186,603	-	17,186,603	17,589,040
	<hr/>	<hr/>	<hr/>	<hr/>
CHANGES IN NET ASSETS FROM OPERATIONS	(328,474)	32,033	(296,441)	227,776
OTHER INCOME				
Gain on interest rate swap	7,385	-	7,385	42,327
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL CHANGES IN NET ASSETS	(321,089)	32,033	(289,056)	270,103
NET ASSETS, BEGINNING OF YEAR	1,951,539	745,910	2,697,449	2,427,346
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 1,630,450	\$ 777,943	\$ 2,408,393	\$ 2,697,449

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (289,056)	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	472,186	483,149
Loss (gain) on disposal of property	175,932	(16,560)
Gain on interest rate swap	(7,385)	(42,327)
Decrease (increase) in assets:		
Restricted cash	(247,366)	225,470
Accounts receivable	(234,044)	(180,597)
Pledges receivable	18,335	(247,754)
Inventories	27,270	(50,111)
Prepaid expenses	(10,314)	(3,392)
Other assets	-	818
Increase (decrease) in liabilities:		
Accounts payable	3,744	16,947
Accrued compensated absences	(37,781)	54,245
Accrued salaries	41,363	23,336
Accrued expenses	(13,710)	(8,588)
Refundable advances	41,986	(33,228)
Other liabilities	230,436	(125,119)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>171,596</u>	<u>366,392</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	75,000	57,159
Purchases of property and equipment	<u>(116,320)</u>	<u>(286,141)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(41,320)</u>	<u>(228,982)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net advance on demand note payable	191,660	199,201
Proceeds from long-term debt	-	13,089
Repayment of long-term debt	(219,778)	(239,753)
Repayment of capital lease obligations	<u>(1,302)</u>	<u>-</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(29,420)</u>	<u>(27,463)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	100,856	109,947
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>488,950</u>	<u>379,003</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 589,806</u>	<u>\$ 488,950</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 184,941</u>	<u>\$ 233,577</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed by long-term debt	<u>\$ 45,689</u>	<u>\$ -</u>
Purchase of property and equipment financed by capital lease	<u>\$ 15,776</u>	<u>\$ -</u>
Line of credit converted to long term debt	<u>\$ 28,045</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2016

	Agency Fund	Head Start	Quarantine	Transportation	Volunteer	Workforce Development	Alcohol and Other Abuse	Carroll County Detox	Carroll County Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administration	Fundraising	Total
Direct Expenses																		
Payroll	\$ 85,543	\$ 1,115,568	\$ 489,862	\$ 428,860	\$ 63,903	\$ 195,484	\$ 815,812	\$ 312,848	\$ 19,541	\$ 164,742	\$ 287,318	\$ 1,133,099	\$ 454,166	\$ 11,890	\$ 5,418,962	\$ 850,829	\$ -	\$ 6,269,791
Payroll taxes and benefits	18,492	308,785	128,540	91,265	14,706	53,337	161,355	66,224	5,087	43,120	86,199	379,436	105,785	-	1,384,635	161,375	-	1,546,010
Assistance to clients	6,122	-	-	-	289	3,977	-	-	-	-	35,075	4,829,528	-	-	4,876,991	-	-	4,876,991
Consultants and contractors	4,938	30,455	5,230	37,308	-	-	38,701	22,180	6,570	665	10,040	18,939	88,920	-	243,834	35,565	-	279,399
Fiscal and administrative	1,506	18,756	7,860	4,368	813	158	4,381	6,379	510	1,153	768	48,224	2,771	1,439	89,153	82,756	-	181,941
Space costs and rentals	21,495	156,712	32,536	13,850	4,981	89,078	21,463	-	14,198	-	33,541	152,851	54,172	-	589,904	212,234	-	802,138
Consumable supplies	12,991	124,976	10,364	10,684	2,513	1,994	75,412	17,092	-	7,573	8,771	300,294	300,876	6,335	889,485	19,575	-	909,060
Maintenance of equipment and rental	2,490	2,393	1,016	5,970	-	-	1,973	4,288	-	-	492	9,550	11,749	-	39,922	803	-	40,725
Building and grounds maintenance	56,247	30,134	-	3,285	-	-	10,293	1,637	-	9,115	4,435	70	20,030	-	22,815	158,121	88	158,179
Utilities	125,688	24,107	14,625	13,367	910	7,178	39,489	9,150	1,026	20,759	21,839	34,498	19,574	22,822	355,812	4,557	-	360,169
Food fees	-	-	-	-	-	-	-	-	-	-	-	268	2,568	-	2,836	-	-	2,836
Travel and meetings	550	56,761	29,352	89,793	1,456	13,891	14,196	1,901	283	6,084	16,134	10,070	32,195	2,154	283,810	8,544	-	292,454
Vehicle expense	3,891	83	-	144,856	-	-	1,164	-	-	-	1,856	34,803	-	-	186,683	5,411	-	192,074
Insurance	113,203	19,931	1,138	57,553	-	-	20,608	2,396	-	6,631	6,315	42,863	-	15,820	284,458	5,488	-	289,946
Interest expense	125,991	7	503	1,539	60	-	6,504	35,744	-	22	958	13,725	-	-	184,508	4,665	-	189,663
Other direct program costs	12,145	14,445	14,250	19,777	6,745	507	80,832	1,928	628	1,918	1,974	12,378	181	-	157,613	29,372	1,191	188,176
Depreciation and amortization expense	180,855	18,887	-	116,639	-	-	22,644	32,542	-	10,025	1,752	19,251	2,214	67,382	471,881	295	-	472,186
In-kind expended	-	244,784	-	-	6,612	-	-	-	-	4,855	11,969	-	45,604	-	313,824	-	-	313,824
Total Direct Expenses	778,057	2,176,567	735,473	1,074,996	101,998	366,205	1,096,067	513,419	47,543	276,766	514,521	6,988,501	1,125,851	161,727	15,948,983	1,296,429	1,191	17,146,603
Indirect Expenses																		
Indirect costs	90,202	220,822	89,118	118,834	11,376	36,106	127,802	89,962	4,144	33,812	56,001	249,401	126,049	-	1,236,428	(1,296,429)	-	-
Total Direct & Indirect Expenses	\$ 868,259	\$ 2,407,489	\$ 824,591	\$ 1,193,832	\$ 113,374	\$ 402,311	\$ 1,223,869	\$ 603,381	\$ 51,987	\$ 310,578	\$ 570,522	\$ 7,237,902	\$ 1,251,900	\$ 161,727	\$ 17,185,412	\$ -	\$ 1,191	\$ 17,186,603

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Issues	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
Direct Expenses																			
Payroll	\$ 71,275	\$ 1,062,892	\$ 504,804	\$ 464,645	\$ 60,850	\$ 245,878	\$ 577,996	\$ 294,190	\$ 56,595	\$ 150,077	\$ 259,264	\$ 1,148,181	\$ 446,858	\$ 17,214	\$ 5,360,469	\$ 634,111	\$ -	\$ 6,014,560	
Payroll taxes and benefits	15,944	288,323	127,566	76,730	15,750	88,708	153,187	85,423	13,810	36,134	62,333	310,695	103,556	-	1,332,158	152,324	-	1,484,487	
Assistance to clients	615	93	-	-	-	7,481	116	-	-	1,287	17,472	6,363,242	740	-	5,333,244	-	-	5,333,244	
Consultants and contractors	12,558	24,310	4,725	17,425	-	-	18,243	14,995	1,715	3,000	13,906	14,527	48,490	-	175,189	30,030	-	205,219	
Fuel and administrative	1,149	24,378	8,646	3,387	1,566	245	4,703	8,454	755	648	1,546	36,143	6,037	30	94,887	99,594	-	194,291	
Space costs and rentals	14,222	17,677	36,209	13,352	5,871	99,972	18,287	-	20,592	-	26,036	164,963	69,519	-	847,450	177,450	-	1,024,900	
Consumable supplies	4,840	289,438	11,810	16,609	1,675	4,996	73,217	22,478	133	6,922	5,320	262,486	207,864	1,874	1,022,719	16,168	-	1,038,887	
Maintenance of equipment and rental	4,251	1,229	10,770	3,422	-	300	1,651	108	-	-	340	24,732	4,168	-	50,378	15	-	50,393	
Building and grounds maintenance	88,200	38,860	-	1,852	-	81	10,820	1,167	-	8,542	3,284	1,696	13,226	27,846	195,274	18	-	195,292	
Utilities	178,573	23,064	16,078	15,231	742	7,500	46,544	8,796	1,090	20,822	20,746	38,178	21,607	26,813	426,744	8,558	-	435,303	
Fuel fees	-	-	-	-	-	-	-	-	-	-	-	1,850	-	-	1,850	-	-	1,850	
Travel and meetings	2,288	59,230	28,416	38,723	1,071	14,192	12,567	1,241	1,086	5,337	14,271	13,002	31,320	1,734	224,478	10,381	-	235,859	
Vehicle expense	505	-	-	148,927	-	-	7,099	87	-	-	2,517	44,568	-	-	204,123	5,561	-	209,684	
Insurance	114,556	26,347	1,107	55,736	787	-	71,856	2,266	-	6,433	9,125	44,883	-	15,541	296,739	4,316	-	301,055	
Interest expense	183,045	48	-	433	29	-	6,883	40,496	-	1,125	6,538	24	-	-	228,523	2,723	-	231,246	
Other direct program costs	13,721	13,992	12,118	8,125	260	-	12,014	1,316	-	70	3,130	(19,560)	5,759	14,009	64,554	8,616	4,488	78,068	
Depreciation and amortization expense	181,049	14,259	4,856	116,839	-	-	23,538	43,616	-	10,025	1,752	10,277	9,840	87,396	483,148	-	-	483,148	
Interest expended	-	225,915	-	-	-	-	-	-	-	-	-	-	27,476	-	293,489	-	-	293,489	
Total Direct Expenses	853,748	2,289,054	767,855	885,004	87,621	449,251	889,422	490,634	85,727	249,099	449,453	7,433,283	1,058,328	173,157	10,429,876	1,154,866	4,498	17,589,040	
Indirect Expenses																			
Indirect costs	85,822	238,451	81,837	99,851	9,973	41,326	111,256	62,143	8,661	28,651	47,309	235,207	112,681	-	1,154,866	(1,154,866)	-	-	
Total Direct & Indirect Expenses	\$ 939,570	\$ 2,527,515	\$ 851,732	\$ 1,084,855	\$ 97,595	\$ 490,577	\$ 1,000,680	\$ 548,777	\$ 104,388	\$ 277,650	\$ 496,802	\$ 7,668,490	\$ 1,200,909	\$ 173,157	\$ 17,584,542	\$ -	\$ 4,498	\$ 17,589,040	

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

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

Nature of activities

The Organization's programs consist of the following:

Agency

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

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

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

Head Start

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

Programs support and strengthen parent-child relationships and engage families around children's learning and development. Tri County Community Action Head Start serves 241 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 3 home based options.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 21 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

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

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

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. The Organization is currently exploring the construction of a new center for the Alcohol and Other Drugs program, to enhance their services. There was \$92,748 of pre-development capitalized expense in the current year.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

Support Center

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

Homeless

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

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

Energy Assistance and Outreach

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

Low-Income Weatherization

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

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

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

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

Method of accounting

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

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2016 and 2015. The Organization had temporarily restricted net assets of \$777,943 and \$745,910 at June 30, 2016 and 2015, respectively.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2016 and 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap was included on the balance sheet as a long term liability. The amount of the unrealized gain for the year ended June 30, 2016 was \$7,385 and there was no fair value of the swap remaining after the bond was renewed.

Accounts Receivable

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

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

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

Estimated useful lives are as follows:

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

Client Rents and HUD Rent Subsidy

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

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$233,329 and \$191,343 as of June 30, 2016 and 2015, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2012.

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

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

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

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2016 and 2015, there were no discretionary contributions recorded. Subsequent to year end, the discretionary contributions were reinstated by the Organization. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

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

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2016 and 2015, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$229,419 and \$247,754, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

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

Fair Value of Financial Instruments

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

Functional allocation of expenses

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

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

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

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

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

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

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

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

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

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2015 received provisional approval and is effective until amended at a rate of 12.5%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2015 was 11.5%.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2016 and 2015 was \$27,769 and \$18,009, respectively.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2016, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2016, there was approximately \$864,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2016 and 2015 was \$186,908 and \$186,721, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2016 and 2015 was \$509,095 and \$276,791, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2016 and 2015 was \$503,888 and \$271,547, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2016 and 2015; however, subsequent to year end, the final assessed fee of \$5,207 was paid by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2016 and 2015 was \$81,593 and \$70,992, respectively.

NOTE 3. INVENTORY

In 2016 and 2015, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2016 and 2015, consists of weatherization materials totaling \$88,880 and \$116,150, respectively. Inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable and was written off in April 2015. The Northern Forest Heritage Park was sold during the year ended June 30, 2016.

NOTE 4. ACCRUED EARNED TIME

For the years ending June 30, 2016 and 2015, employees of the Organization are eligible to accrue vacation for a maximum of 200 hours and 240 hours, respectively. At June 30, 2016 and 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$294,243 and \$332,024, respectively. Subsequent to year end, the Organization reduced the amount that employees were allowed to accrue to 180 hours as of September 30, 2016 and will further reduce that amount to 160 hours effective December 31, 2016.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2016:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<u>\$13,388,060</u>	<u>\$ 5,052,926</u>	<u>\$ 8,335,134</u>

Property consists of the following at June 30, 2015:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<u>\$13,468,105</u>	<u>\$ 4,588,525</u>	<u>\$ 8,879,580</u>

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

Depreciation expense for the years ended June 30, 2016 and 2015 was \$471,299 and \$482,262, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 120,899	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	163,026	174,527
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	31,688	33,651
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,593	9,061
Note payable with a bank requiring 120 monthly installments of \$475, including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	-	2,820
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	386,831	444,989
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan. Final installment due April 2021. See Note 8 .	23,585	-

Note payable to a related party, interest accrues at 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. This note was paid off in April 2016.	-	12,578
Note payable to a non-profit organization (related party), interest accrues at 5% per annum, with monthly installments of \$3,400. Full principal plus interest due during the Organization's fiscal year end 2013, informally extended through September 2018.	84,563	120,147
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	16,832	-
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	16,628	-
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	6,666	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2018.	440,653	462,878
Bond payable with a bank requiring monthly installments of \$14,485 (previously \$15,260 prior to the renewal in March 2016), including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2016 of 3.29%. Prior to the renewal there was a swap agreement in place with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio was 1.10) or 3% (when the Organization's debt service coverage ratio was 1.20). Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,896,533	2,948,780

Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	<u>250,000</u>	<u>250,000</u>
	6,064,097	6,210,141
Less current portion due within one year	<u>(197,181)</u>	<u>(271,685)</u>
	<u>\$ 5,866,916</u>	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 197,181
2018	598,108
2019	155,080
2020	153,089
2021	443,142
Thereafter	<u>4,517,497</u>
	<u>\$ 6,064,097</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively.

NOTE 7. CAPITAL LEASE OBLIGATIONS

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

The obligations included in capital leases at June 30, 2016, consist of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by the copier and will mature in March 2021.	<u>5,651</u>
	14,474
Less current portion	<u>(2,718)</u>
	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 2,718
2018	2,981
2019	3,269
2020	3,584
2021	<u>1,922</u>
	<u>\$ 14,474</u>

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.50% from December 17, 2015 through June 30, 2016 (previously at 4.25% from July 1, 2014 through December 16, 2015), and totaled \$600,000 and \$400,000 at June 30, 2016 and 2015, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2016 and 2015, the outstanding debt totaled \$263,867 and \$256,698, respectively, which included accrued interest of \$13,867 and \$5,860, respectively.

The Organization had available a \$25,000 line of credit with Bank of New Hampshire which was secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bared interest at 4.25% per annum. The Northern Forest Heritage Park was sold during the year ended June 30, 2016, at which time the line of credit was paid off in full. The balance at June 30, 2015, was \$15,509.

The Organization had available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bared interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015. The line of credit was converted to a term loan during the year ended June 30, 2016, see **Note 6**.

NOTE 9. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2016 and 2015, the annual rent expense for leased facilities was \$158,499 and \$180,867, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2016, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 129,830
2018	63,388
2019	62,212
2020	34,974
2021	31,144
Thereafter	<u>215,882</u>
	<u>\$ 537,430</u>

NOTE 10. IN-KIND CONTRIBUTIONS

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

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs.

The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

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

NOTE 11. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2016 and 2015, approximately \$12,200,000 (72%) and \$12,900,000 (73%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2016 and 2015 approximately 66% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

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

NOTE 12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653	\$ 32,653
Berlin Area Renewable Energy Initiative	-	7,281
RSVP Program Funds	13,637	7,112
10 Bricks Shelter Funds	135,257	122,252
Service Link	19,135	-
Donations to Mahoosuc Trail	6,842	6,842
Carroll County Transit Program	682	-
Coos County Transit Program	586	-
Senior Meals	53,381	-
Community Contact	-	15,040
Donations to Maple Fund	1,825	1,825
EAP	68,143	-
FAP/EAP	12,167	38,117
Homeless Programs	43,277	47,677
Temporary Municipal Funding	229,419	247,754
Head Start	875	-
Julien Fund (AOD)	775	575
Angelias Fund (AOD)	235	235
Loan Programs	37,427	36,291
Private Funding for Alcohol and Other Drug Program	-	50,000
L. CHIP – Brown Co. House	22,314	19,443
Restricted Buildings	<u>99,313</u>	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 777,943</u>	<u>\$ 745,910</u>

NOTE 13. COMMITMENTS AND CONTINGENCIES**Grant Compliance**

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

Environmental Contingencies

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

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

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

NOTE 14. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer, which was paid off as of June 30, 2016. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the years ended June 30, 2016 and 2015 was \$84,563 and \$132,725, respectively.

NOTE 15. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

NOTE 16. PRIOR PERIOD ADJUSTMENT

The beginning net assets for the year ended June 30, 2015, for Cornerstone Housing North, Inc. have been restated to correct an error. In the previously issued financial statements, salaries were allocated for the Chief Finance Officer and Chief Executive Officer of Tri-County Community Action Program, Inc., without prior written approval from HUD. HUD ultimately disallowed the expense. Tri-County Community Action Program, Inc. paid these funds back to Cornerstone Housing North, Inc. in the current year. Correction of this error increased the net assets for Cornerstone Housing North, Inc. by \$4,479 at June 30, 2015 and reduced the net assets of Tri-County Community Action Program, Inc. by \$4,479 at June 30, 2015; therefore, these amounts netted to zero on the Statements of Financial Position and Statements of Activities.

NOTE 17. RECLASSIFICATION

Certain amounts and accounts from the prior year consolidated financial statements have been reclassified to enhance the comparability with the presentation for the current year.

NOTE 18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 16, 2016, the date the financial statements were available to be issued.



COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

www.tccap.org

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilotte

BOARD OF DIRECTORS FY2017

COÖS COUNTY

Board Chair

Sandy Alonzo

Treasurer

Cathy Conway

Secretary

Gary Coulombe

CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair

Dino Scala

Karolina Brzozowska

GRAFTON COUNTY

Linda Massimilla

Tricia Garrison

Serving Coös, Carroll & Grafton Counties

Administration
603-752-7001

Weatherization
603-326-6626

Community Contact
603-752-3248

Energy Programs
603-752-7100

AoD
603-752-7941

Transit
603-752-1741

R.S.V.P.
603-752-4103

Elder Programs
603-752-3010

Tri-County Community Action Program, Inc.

2017 Building Weatherization Program – Key Personnel

Name	Job Title	Salary
Robert G. Boschen, Jr.	Chief Executive Officer	\$135,000
Jeanne L. Robillard	Chief Operating Officer	\$72,000
Randall S. Pilotte	Finance Director, Interim Chief Financial Officer	\$70,000
Gerald F. Milliken, Jr.	Weatherization & Workforce Programs	\$47,600

Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

Tri-County Community Action Program

Berlin, New Hampshire

Chief Executive Officer

April 2016 – Present

- ☐ Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees

Chief Operating/Chief Financial Officer

March 2015 – April 2016

- ☐ Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.

Chief Financial Officer

June 2014 – March 2015

- ☐ Responsible for financial operations and facilities management..

Town of Falmouth

Falmouth, Maine

Director of Finance

August 2011 – May 2014

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165 Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

City of Waterville

Waterville, Maine

Director of Finance/Treasurer

October 2006 – August 2011

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

Director of Finance for the Office of Medical Services (Medicaid)

Aug 2005 – Oct 2006

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 – Jul 2005

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction

Rangeley, Maine

Controller

September 2001 – November 2003

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.

Franklin Community Health Network

Farmington, Maine

Controller

October 1997 – September 2001

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty

September 1991- July 1997

Aetna, Inc. - Aetna/US Healthcare - Midwest Region

Chicago, Illinois

Director Planning and Budgeting

September 1996 - July 1997

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department

Middletown, Connecticut

Director/CFO - Finance

February 1994 - September 1996

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. ☐ Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology

Hartford, Connecticut

Expense Management Consultant & Account Representative

September 1991 - February 1994

United Technologies - Otis Elevator International/Hamilton Standard Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.

Connecticut
February 1988 - September 1991

Kaiser Permanente, Accountant - Medical Group

Hartford, Connecticut, Dec 1986 - Feb. 1988

KMG Main Hurdman, Tax Specialist

Stamford, Connecticut, March 1986 - Dec 1986

PROFESSIONAL ORGANIZATIONS & EDUCATION

- ☐ Member of Institute of Management Accountants
- ☐ The University of Connecticut, Storrs, Connecticut
- ☐ The University of Connecticut, Storrs, Connecticut

- ☐ Passed the Certified Public Accountant Examination.
- Master of Business Administration
- Bachelor of Science in Business Administration - Finance

Jeanne L Robillard

CORE STRENGTHS

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

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.

Division Director: TCCAP Prevention Services

Berlin, NH current FT employment

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

Tri-County Community Action Programs, Inc.

Program/Division Director: Support Center at Burch House

Littleton, New Hampshire 2007- 2015

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

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)

Bethlehem, NH current PT employment

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

Tri-County Community Action Programs, Inc.

Direct Services/Volunteer Coordinator: Support Center at Burch House

Littleton, New Hampshire 1997 to 2007

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

**Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001**

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

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999**

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

**Executive Administrative Assistant: North Country United Way
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

**Accounting Department: Easter Seals/Goodwill/Rehabilitation Centers, Inc.
New Haven, Connecticut 1985-1989**

Consumer accounts receivable; delinquent account collections; insurance billing; administrative operations purchasing for over 300 employees; purchasing of medical equipment and supplies for rehabilitation facilities; purchasing retail merchandise for twelve Goodwill stores; reduced agency spending on common supplies by 20% through bulk purchasing and vendor purchase agreements.

Education

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

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

Additional Skills, Professional Leadership and Civic Affiliations

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

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

Fiscal Director/Interim CFO (2016 – Present)

Accounting Manager (2015 – 2016)

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accountant (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH 04/2011-04/2013

Auditor

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

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

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

SPECIAL PROJECTS

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

VOLUNTEERISM

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

EDUCATION

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

Gerald F. Milliken, Jr.

Executive Summary:

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

Experience:

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

Berlin, NH
4-1-13 to present

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

Tri- County Community Action Program, Inc.
Crew Chief / State Certified Energy Auditor

Berlin, NH
4-1-12 to 4-1-15

Executed daily operations of crew members, Job Energy Audits, Job Estimates, Material Inventory and orders.
Wrote, designed and produced the Microsoft Excel Application Called THE PROGRAM used by all energy auditors in the Tri- County Community Action Programs Weatherization Department. This application uses an MS Excel front end a VBA coded back end and database to take pertinent job information and create a job labor and material estimate, Auto generates job work orders for Crews, Subcontractors, Electricians and Heating Contractors. THE PROGRAM also calculates diagnostic testing's, Job Costing and generates parsing codes for Billing systems used by the Weatherization programs funding sources.
Was instrumental in the design and setup of the TCCAP project tracking website.
Monitored and reviewed the County Weatherization program in order to ensure that schedules were met, guidelines were adhered to, and work was of good quality.
Trained and managed crew members and achieved significant improvements in their productivity.
Directed and coordinated activities of personnel.
Supervised and managed energy conservation improvements for county Weatherization program.
Supervised crew members, scheduled work hours, resolved conflicts, determined salaries.
Established work schedules and assigned work to staff members.
Performed personnel duties such as hiring staff and evaluating work performance.
Purchased and maintained tools and equipment.
Purchased materials, maintaining effective inventory control at the County level.
Presented and expedited solutions to daily unexpected situations.

Tri- County Community Action Program, Inc.
State Certified Energy Auditor

Berlin, NH
5-1-05 to 4-1-12

**Northern Express Eatery, Inc.
President / General Manager**

North Conway, NH
11-1-02 to 5-15-05

Estimated food and beverage costs, requisitioning and purchasing supplies.
Assisted subordinates in identifying and resolving problems.
Conferred with food preparation and other personnel to plan menus and related activities.
Directed hiring and assignment of personnel.
Investigated and resolved food quality and service complaints.
Maintained high standard of excellence.
Maintained all records and produced reports.
Executed daily operations of restaurant management.

**Hatfield-Reynolds Electric an IES, Inc. Company
Project Manager**

Phoenix, AZ
5-15-00 to 10-30-02

Applied knowledge of the construction trade in the daily operation of duties.
Reviewed project proposals to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements and allotment of available resources to various phases of project.
Conferred with project staff to outline work plan and to assign duties, responsibilities and scope of authority.
Reviewed status reports prepared by project personnel and modified schedules and plans as required.
Demonstrated skillful communication and negotiation skills.
Coordinated activities concerned with technical developments, scheduling and resolving engineering design and test problems.
Forecasted monthly cost to completes with successful analysis of labor and material.
Prepared and presented departmental information for weekly corporate meetings.
Presented and expedited solutions to Inventory & Tool Tracking, Material Delivery along with Purchasing Control.
Identified problems, diagnosed causes and determined corrective actions.
Consistently met or exceeded Management and Personal goals.
Restructured and improved Department changes with close communications of main office.
Maintained high standards of excellence while earning the trust and respect of co-workers.
Responsible for (9) local computers, computer network, program & data design.
Successfully managed (16) jobs scattered across Northern Arizona in a six month period, totaling more than three million dollars.
Proficient in all aspects of Microsoft Project, Excel, Word, Access, Power Point and others.

**ISO Enterprises, Inc.
President / General Manager**

Lake Havasu City, AZ
6-1-94 to 5-15-00

Purchased ARTISAN ELECTRIC, INC. and changed the name.
Contracted to perform specified construction work across the state of Arizona in accordance with architect's plans, blueprints, codes and other specifications.
Estimated costs of materials, labor and use of equipment required to fulfill provisions of contract and prepared bids.
Conferred with clients to negotiate terms of contract.
Assisted subordinates in identifying and resolving problems.
Demonstrated effective presentation skills.

Education:

NHTI Associates Degree in Electrical Engineering Technology Theory	Concord 1985
LRCC Electrical Systems Installation & Maintenance, Required for Journeymen electrical testing.	Laconia 1988

Additional Training:

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

Community:

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

License:

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

References: Available upon request