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OCT 03 '12 PM 12:00 DAS



John H. Lynch
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING**

107 Pleasant Street – Johnson Hall
Concord, NH 03301
Telephone: (603) 271-2155
Fax (603) 271-2615



October 1, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** amendment (Contract Number 1024622), with the Community Action Program Belknap-Merrimack Counties, Inc., (VC#177203), Concord, NH increasing the contract by an amount not to exceed \$18,694.43 from \$100,985.00 to \$119,679.43 for the Weatherization Assistance Program effective upon approval of Governor and Council through March 31, 2013. 100% Federal Funds. Contract #1024622 previously approved by Governor and Council on March 28, 2012, Item #19.

Funding is available in the following account:

<u>Office of Energy & Planning, Low Income Weatherization</u>	<u>FY2013</u>
01-02-024010-7706	
074-500587 Grants for Pub Assist & Relief	\$18,694.43

EXPLANATION

The OEP is responsible for administering New Hampshire's statewide Weatherization Program funded by a grant from the United States Department of Energy (DOE). The objective of the program is to weatherize homes to reduce energy consumption and the impact of energy costs to low-income households. Priority is given to the elderly, disabled, households with infant children, and households with high-energy usage.

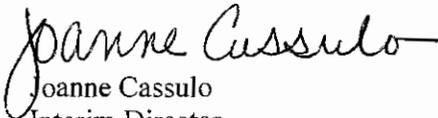
OEP contracts with New Hampshire Community Action Agencies (CAAs) to provide weatherization services at the local level. This contract is **SOLE SOURCE** because of the Department of Energy's (DOE) grant guidance (10 CFR 440.15) requiring the CAAs be given preferred status (due to their nonprofit status) as well as their historical performance in the Weatherization program.

Governor & Council Letter – Belknap-Merrimack
October 1, 2012

The contract approved on March 28, 2012, included estimated carryover of unused program year funds prior to March 31, 2012. This amendment aligns the contract with actual program year carryover.

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

Respectfully submitted,


Joanne Cassulo
Interim Director

JC:sf

Enclosures

OFFICE OF ENERGY AND PLANNING

SUBJECT: WEATHERIZATION ASSISTANCE PROGRAM

AMENDMENT

This Amendment is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant Street, Concord, Merrimack County, New Hampshire 03301 (hereinafter referred to as the "State") and Community Action Program of Belknap-Merrimack Counties, Inc., 2 Industrial Park Drive, Concord, NH 03302 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to the provisions of Section 1 of Exhibit A of the Sole Source Weatherization Contract, approved by Governor & Council on March 28, 2012, (the "Agreement"), the State and the Contractor may agree to amend the agreement in writing; and

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

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

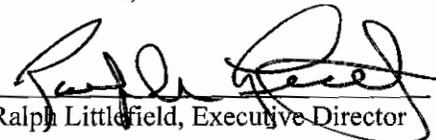
1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
 - A) Amend price limitation by striking \$100,985.00 and inserting \$119,679.43 wherever it occurs.
2. **Exhibit "B":** Replace previous "Exhibit B" with attached "Exhibit B".
3. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

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

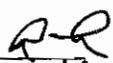
STATE OF NEW HAMPSHIRE
Office of Energy and Planning

By: 
Joanne Cassulo, Interim Director

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK
COUNTIES, INC.

By: 
Ralph Littlefield, Executive Director

Contractor Initials


Date 10/1/12
Page 1 of 2

State of New Hampshire
County of Merrimack

On this day of October 1, 2012, before me, Elaine N. Roundy, the undersigned officer, personally appeared Ralph Littlefield, who acknowledged himself to be the Executive Director of Community Action Program of Belknap-Merrimack Counties, Inc., a corporation, and that he, as such Executive Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Director.

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

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016

Elaine N. Roundy
Notary Public/Justice of the Peace

My Commission expires: _____

Approved as to form, execution, and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 10-2, 2012

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on _____, 2012.

OFFICE OF THE SECRETARY OF STATE

By: _____
Deputy Secretary of State

Date: _____, 2012

Contractor Initials R-L
Date 10/1/12
Page 2 of 2

EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, Community Action Program Belknap-Merrimack Counties, Inc., in total, the sum of:

\$119,679.43	(which hereinafter is referred to as the "Grant"), of which
\$ 11,248.00	will be issued as a cash advance,
\$ 22,359.55	may be expended for administration
\$ 21,477.08	may be expended for Training & Technical Assistance,
\$ 19,463.05	may be expended for Health & Safety measures
\$ 56,379.75	(the balance), to be spent on weatherization activities.

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 Grant shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWAP Policies and Procedures Manual and Field Guide.

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

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

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2011



William M. Gardner

William M. Gardner
Secretary of State

**Community Action Program
Belknap-Merrimack Counties, Inc.**

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that (1) I am the duly elected and acting Secretary-Clerk 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 9/20/12, such authority to be in force and effect until 3/31/13 (contract termination date). (See attached)

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:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (state of incorporation) law and the bylaws 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.

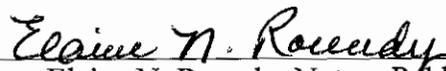
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 1st day of October, 2012.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 1st day of October, 2012, before me, Elaine N. Roundy, the undersigned officer, personally appeared Dennis T. Martino who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that he as such Secretary-Clerk 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.


Elaine N. Roundy, Notary Public

Commission Expiration Date:

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2012

PRODUCER (603)669-3218 FAX: (603)645-4331
 Ferdinando Insurance Assoc. Inc.
 Laura Perrin
 637 Chestnut Street
 Manchester NH 03104

INSURED
 Community Action Program
 Belknap-Merrimack Counties Inc.
 P.O. Box 1016
 Concord NH 03302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	
INSURER B:	Liberty Mutual Ins Co	
INSURER C:	Hanover Insurance Co	18058
INSURER D:	N.H.M.M. JUA	
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	NCPKG02266000	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NCAUT02266000	6/17/2012	6/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NCUMB02266000	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WCJZ91446010011	6/17/2012	6/17/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Directors & Officers	PHSD727025	4/1/2012	4/1/2013	\$1,000,000
C		Blanket Crime	BDV1649128	3/27/2012	3/27/2013	400,000
D		Professional	NHJUA11882	12/30/2011	12/30/2012	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Laura Perrin/KS5

Laura Perrin



John H. Lynch
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING**

107 Pleasant Street – Johnson Hall
Concord, NH 03301
Telephone: (603) 271-2155
Fax (603) 271-2615



March 7, 2012

Approval by the Governor
and Council on 03-28-12

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Agenda Item 19

REQUESTED ACTION

- 1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Community Action Program Belknap-Merrimack Counties, Inc. (VC #177203), Concord, NH, in the amount of \$100,985.00 for the federal Weatherization Assistance Program upon approval of Governor and Executive Council through March 31, 2013. 100% Federal Funds.

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

Office of Energy & Planning, Low Income Weatherization

	<u>FY2012</u>	<u>FY2013</u>
01-02-024010-7706		
074-500587 Grants for Pub. Assist & Relief	\$17,947.00	\$83,038.00

- 2) Further request authorization to advance to the vendor \$11,248.00 of the above-referenced contract amount.

EXPLANATION

The New Hampshire Weatherization Assistance Program is funded by a grant from the United States Department of Energy (DOE) with supplemental funding provided by the U.S. Department of Health and Human Services. This contract is **SOLE SOURCE** because of the DOE's grant guidance (10 CFR 440.15) giving Community Action Agencies preferred status (due to their non-profit status) as well as their historical performance in the Weatherization program.

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

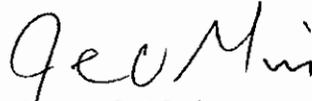
March 7, 2012
Requested Action – Belknap-Merrimack

OEP contracts with New Hampshire's Community Action Agencies to provide weatherization services at the local level. OEP estimates that approximately ninety-one (91) homes will be weatherized throughout the State as a result of the U.S. DOE award. The number of homes is based on the new allowable average per dwelling of \$6,769.00.

The advance of funds will enable the Community Action Agency to operate between monthly reimbursements from the State.

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

Respectfully submitted,



Joanne O. Morin
Director

JOM:pc

Encs.

Subject:

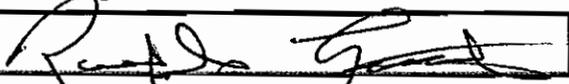
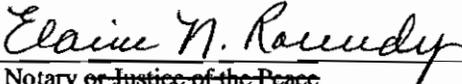
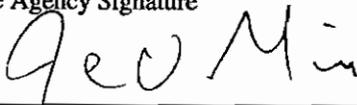
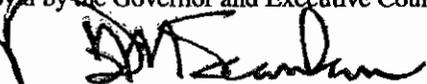
Community Action Program Belknap-Merrimack Counties, Inc. Weatherization

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, Concord, NH 03301	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties Inc.		1.4 Contractor Address P.O. Box 1016, Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 01-02-024010-7706 074-5006	1.7 Completion Date March 31, 2013	1.8 Price Limitation \$100,985.00
1.9 Contracting Officer for State Agency Scott Falvey, Interim Weatherization Program Manager		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement. State of <u>NH</u> , County of <u>Merrimack</u> On <u>March 7, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace ELAINE N. ROUNDY, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joanne O. Morin, Director, NH Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-12-12</u>			
1.18 Approval by the Governor and Executive Council By:  On: <u>3-28-12</u> Dep. Sec. of State			

RE
3/7/12

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials RF
Date 3/7/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *AQ*
Date *3/2/18*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

Scope of Services

1. Community Action Program of Belknap-Merrimack Counties, Inc. hereinafter "the Contractor" or "Subgrantee" agrees to perform Weatherization Services, and all such Services and other work necessary to operate said Services for low income individuals in accordance with the regulations set forth by the U. S. Department of Energy in 10 CFR 440 dated February 1, 2002, and 10 CFR 600 as amended, and in accordance with the provisions and procedures contained in the most recent New Hampshire Weatherization Assistance Program (NHWAP) State Plan, Policies and Procedures Manual, Field Guide, and as otherwise administered by the Office of Energy and Planning (OEP).

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

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

2. The contract will commence upon approval of Governor and Council and will have a completion date of March 31, 2013.
3. The Contractor agrees to perform Weatherization Services on a minimum of nine (9) dwelling units according to the standards outlined in the most recent NH Weatherization Policies and Procedures Manual and Field Guide.
 - (a) Weatherization Services are intended to improve the energy efficiency of the home by conserving energy and to also improve comfort and safety. An energy auditor, who is certified for the program by OEP, first performs a NHWAP energy audit on the home using scientific test equipment. Specific energy conservation measures and heating source repairs are then implemented in order of priority and cost effectiveness. This integrated activity is carried out in accordance with provisions and procedures outlined in the most recent NH Policies and Procedures Manual and Field Guide.
 - (b) The number of units and the amount of funds to be expended shall conform to the Management Plans submitted and approved by OEP. Deviations of more than 20% from expected production goals in any given quarter may result in a reduction of the contract amounts and a reallocation of funds to other contractors.
 - (c) Technical and Training Assistance, Audit Compliance and Leveraging funds are to be spent in accordance with similarly pre-approved activities. Requests to deviate from the plan must be made in writing and approved by OEP as prescribed in the most recent NH Policies and Procedures Manual.
 - (d) Units shall be weatherized as prescribed in the most recent NH Policies and Procedures Manual and Field Guide. Any units determined to not meet minimum standards shall, at no cost to OEP, be improved to meet said standards within 30 days of notification or the costs associated with such unit will be disallowed by OEP and the unit will not count as a production completion.

EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, Community Action Program Belknap-Merrimack Counties, Inc., in total, the sum of:

\$100,985.00	(which hereinafter is referred to as the "Grant"), of which
\$ 11,248.00	will be issued as a cash advance,
\$ 20,460.25	may be expended for administration
\$ 13,700.00	may be expended for Training & Technical Assistance,
\$ 10,445.00	may be expended for Health & Safety measures
\$ 56,379.75	(the balance), to be spent on weatherization activities.

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 Grant shall be made in accordance with the procedures established by the State and as detailed in the most recent NHWAP Policies and Procedures Manual and Field Guide.

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

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

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

EXHIBIT C

Special Provisions

1. 10 CFR 600 as amended (Financial Assistance Rules), 10 CFR 440 dated February 1, 2002 (Weatherization Assistance Program), the New Hampshire Weatherization Assistance Program State Plan, Weatherization Assistance Program Policies and Procedures, and Field Guide are all considered legally binding and enforceable documents under this contract. OEP reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the Weatherization Assistance Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with the audit requirements of the Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education, and other Non-profit Organizations." (10 CFR 600.126)

This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year.

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

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

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

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

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

“comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$5,000,000 excess; and”

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

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

“26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Nondiscrimination in Federally Assisted Programs, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, and Disclosure of Lobbying Activities.”

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

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

“29. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).”

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

2 Industrial Park Drive, Concord, Merrimack County, NH 03301

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

Community Action Program Belknap-Merrimack Counties, Inc.
Contractor Name

Upon G&C Approval to March 31, 2013
Period Covered by this Certification

Ralph Littlefield, Executive Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

3/7/12
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

- Community Services Block Grant
Low-Income Home Energy Assistance Program
Senior Community Services Employment Program
Weatherization Program

Contract Period: Upon G&C Approval to March 31, 2013

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

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

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

Contractor Representative Signature Ralph Littlefield, Executive Director
Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc. 3/7/12
Contractor Name Date

STANDARD EXHIBIT F

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

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

Instructions for Certification

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH 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.

**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

Ralph Littlefield, Executive Director
Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc.
Contractor Name

3/7/12
Date

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

Ralph Littlefield, Executive Director

Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc

Contractor Name

3/7/12

Date

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

Ralph Littlefield, Executive Director
Contractor's Representative Title

Community Action Program Belknap-Merrimack Counties, Inc.
Contractor Name

3/7/12
Date

New Hampshire Office of Energy and Planning

STANDARD EXHIBIT I

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

OMB Burden Disclosure Statement

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

Community Action Program Belknap-Merrimack Counties, 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

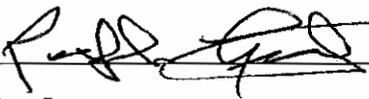
The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are 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).

Ralph Littlefield, Executive Director Signature  Date 3/7/12

Community Action Program Belknap-Merrimack Counties, Inc.
2 Industrial Park Drive, NH 03302-1016
603-225-3295

State of New Hampshire Department of State

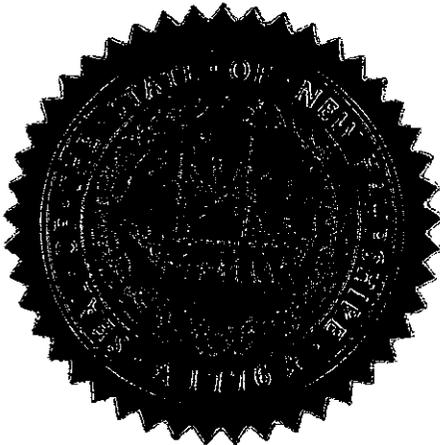
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2011



William M. Gardner
Secretary of State



NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 3/5/2012

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	63021
Status:	Good Standing
Entity Creation Date:	5/28/1965
Principal Office Address:	2 Industrial Park Drive Concord NH 03301
Principal Mailing Address:	PO Box 1016 Concord NH 03302
Expiration Date:	Perpetual
Last Annual Report Filed Date:	12/27/2010
Last Annual Report Filed:	2010

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

**Community Action Program
Belknap-Merrimack Counties, Inc.**

CERTIFICATE OF VOTE

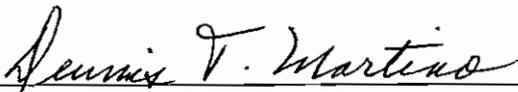
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar 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 11/10/11, such authority to be in force and effect until March 31, 2013 (contract termination date). (See attached)

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:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (state of incorporation) law and the bylaws 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.

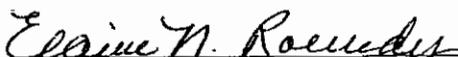
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 7th day of March, 2012


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 7th day of March, 2012, before me, Elaine N. Roundy, the undersigned officer, personally appeared Dennis T. Martino who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that he as such Secretary-Clerk 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.


Elaine N. Roundy, Notary Public

Commission Expiration Date:

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2012

PRODUCER (603)669-3218 FAX: (603)645-4331
 Ferdinando Insurance Assoc. Inc.
 Laura Perrin
 637 Chestnut Street
 Manchester NH 03104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Community Action Program
 Belknap-Merrimack Counties Inc.
 P.O. Box 1016
 Concord NH 03302

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Ins Co	
INSURER B: Liberty Mutual Ins Co	
INSURER C: Hanover Insurance Co	18058
INSURER D: N.H.M.M. JUA	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	PHPK735506	6/17/2011	6/17/2012	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PO/AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		
A		AUTOMOBILE LIABILITY	PHPK735506	6/17/2011	6/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	PHUB348972	6/17/2011	6/17/2012	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCJZ91446010011	6/17/2011	6/17/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Directors & Officers	PHSD505449	4/1/2011	4/1/2012	\$1,000,000
C		Blanket Crime	BDV1649128	3/27/2011	3/27/2012	400,000
D		Professional	NHJUA11882	12/30/2011	12/30/2012	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Laura Perrin/KS5

Laura Perrin

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

**FOR THE YEAR ENDED
FEBRUARY 28, 2011
AND
INDEPENDENT AUDITORS' REPORT**

**RECEIVED
JAN 17 2012
OFFICE OF ENERGY
AND PLANNING**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation), as of February 28, 2011 and 2010, and the related statements of cash flows for the years then ended and the statement of activity for the year ended February 28, 2011. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year comparative information has been derived from the Organization's 2010 financial statements and, in our report dated November 29, 2010, we expressed an unqualified opinion on those statements.

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 financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2011 on our consideration of Community Action Program Belknap-Merrimack Counties, 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 the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules on pages 21 through 29 are presented for the purpose of additional analysis and are not a required part of the basic financial statements of the Organization. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

*Leone, McDonnell & Roberts,
Professional Association*

October 31, 2011
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2011 AND 2010

	<u>2011</u>	<u>2010</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,424,147	\$ 1,214,911
Accounts receivable	4,626,352	5,350,385
Prepaid expenses	403,639	268,228
Total current assets	<u>6,454,138</u>	<u>6,833,524</u>
PROPERTY		
Land and buildings	4,619,289	4,095,907
Equipment	5,851,172	5,151,549
Construction in process		88,998
	<u>10,470,461</u>	<u>9,336,454</u>
Less accumulated depreciation	<u>(5,368,125)</u>	<u>(5,096,310)</u>
Property, net	<u>5,102,336</u>	<u>4,240,144</u>
OTHER ASSETS		
Investments	67,929	59,648
Due from related party	139,441	139,441
Total other assets	<u>207,370</u>	<u>199,089</u>
TOTAL ASSETS	<u>\$ 11,763,844</u>	<u>\$ 11,272,757</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 132,907	\$ 149,638
Accounts payable	2,555,156	3,027,116
Accrued expenses	996,135	984,083
Refundable advances	1,750,219	1,653,032
Total current liabilities	<u>5,434,417</u>	<u>5,813,869</u>
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,991,881</u>	<u>2,123,122</u>
Total liabilities	<u>7,426,298</u>	<u>7,936,991</u>
NET ASSETS		
Unrestricted	3,369,797	2,409,466
Temporarily restricted	967,749	926,300
Total net assets	<u>4,337,546</u>	<u>3,335,766</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,763,844</u>	<u>\$ 11,272,757</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2011
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2010

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2011 Total</u>	<u>2010 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 23,080,279		\$ 23,080,279	\$ 21,847,879
Other funds	5,167,228	\$ 2,437,555	7,604,783	5,968,442
In-kind	1,886,923		1,886,923	1,495,151
United Way	153,417		153,417	154,599
Total revenues and other support	30,287,847	2,437,555	32,725,402	29,466,071
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,396,106</u>	<u>(2,396,106)</u>		
Total	<u>32,683,953</u>	<u>41,449</u>	<u>32,725,402</u>	<u>29,466,071</u>
EXPENSES				
Compensation	9,383,940		9,383,940	8,372,900
Payroll taxes and benefits	2,201,820		2,201,820	2,145,425
Travel	323,197		323,197	303,201
Occupancy	1,116,042		1,116,042	1,039,905
Program services	13,448,528		13,448,527	12,889,824
Other costs	2,857,325		2,857,325	2,361,217
Depreciation	505,848		505,848	545,500
In-kind	1,886,922		1,886,923	1,495,151
Total expenses	<u>31,723,622</u>		<u>31,723,622</u>	<u>29,153,123</u>
CHANGES IN NET ASSETS	960,331	41,449	1,001,780	312,948
NET ASSETS - BEGINNING OF YEAR	<u>2,409,466</u>	<u>926,300</u>	<u>3,335,766</u>	<u>3,022,818</u>
NET ASSETS - END OF YEAR	<u>\$ 3,369,797</u>	<u>\$ 967,749</u>	<u>\$ 4,337,546</u>	<u>\$ 3,335,766</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2011 AND 2010**

	<u>2011</u>	<u>2010</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,001,780	\$ 312,948
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	505,848	545,500
Gain on sale of property	(13,000)	(6,156)
(Increase) decrease in current assets:		
Accounts receivable	724,033	(809,803)
Prepaid expenses	(135,411)	(137,172)
Increase (decrease) in current liabilities:		
Accounts payable	(471,961)	765,935
Accrued expenses	12,052	117,364
Refundable advances	97,187	(136,455)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,720,528</u>	<u>652,161</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(1,368,038)	(315,095)
Investment in partnership	(8,281)	(25,398)
Proceeds from sale of property	13,000	7,875
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,363,319)</u>	<u>(332,618)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(147,973)	(385,312)
NET CASH USED IN FINANCING ACTIVITIES	<u>(147,973)</u>	<u>(385,312)</u>
NET INCREASE (DECREASE) IN CASH	209,236	(65,769)
CASH BALANCE, BEGINNING OF YEAR	<u>1,214,911</u>	<u>1,280,680</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,424,147</u>	<u>\$ 1,214,911</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 132,739</u>	<u>\$ 141,782</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2011

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

The Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 105-10, Generally Accepted Accounting Principles (“GAAP”) establishes the FASB Accounting Standards Codification (“Codification”) as the source of authoritative accounting principles recognized by the FASB to be applied to nongovernmental entities in the preparation of financial statements in conformity with GAAP. The codification became effective for our fiscal year ending February 28, 2010. The guidance did not have an impact on the Organization’s financial position, results of operations, or cash flows. References made to FASB guidance have been updated for the Codification throughout this document.

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 classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2011 and 2010, the Organization had no permanently restricted net assets and temporarily restricted net assets of \$967,749 and \$926,300, respectively.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2007.

Property

Property is recorded at cost, except for donated assets, which are recorded at fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment and office furniture	7 years
Vehicles	5 years
Computer hardware and software	3 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. Community Action Program Belknap-Merrimack Counties, Inc. maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

In-Kind Donations

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities.

Advertising

The Organization expenses advertising costs as incurred.

2. 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 \$1,750,219 as of February 28, 2011.

3. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2011 was \$371,017.

4. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from annual to every five years. For the year ended February 28, 2011, the annual lease expense for the leased facilities was \$474,442.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2012	\$ 189,314
2013	140,757
2014	84,633
2015	42,345
2016	<u>3,631</u>
Total	<u>\$ 460,680</u>

5. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$490,943.

6. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2011:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 1,472,322

Note payable to a bank in monthly installments for principal and interest of \$4,494 through April, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal which resulted in an interest rate of 7% at February 28, 2011. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

496,272

Various notes payable to financial institutions for vehicles in monthly installments for principal and interest of \$1,617 per

month through December, 2011. Interest rates range from 6.35% to 8%. The notes are secured by vehicles of the Organization for Nutrition & Elder Services and Commodity Supplemental Food Program. 12,778

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 115,138

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through September, 2031. The note is secured by property of the Organization for Franklin Community Services building. 23,133

8.5% note payable to a financial institution in monthly installments for principal and interest of \$1,050 through June, 2011. The note is secured by a vehicle of the Organization for Head Start and Early Head Start. 5,145

Total 2,124,788
 Less amounts due within one year 132,907

Long term portion \$ 1,991,881

The scheduled maturities of long term debt as of February 28, 2011 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2012	\$ 132,907
2013	121,928
2014	129,310
2015	137,154
2016	145,488
Thereafter	<u>1,458,001</u>
	<u>\$ 2,124,788</u>

7. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2011:

Land	\$ 169,676
Building and improvements	4,449,613
Equipment	<u>5,851,172</u>
	<u>\$ 10,470,461</u>

8. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2011. Monitorings have not indicated any discrepancies.

9. **CONCENTRATION OF RISK**

For the year ended February 28, 2011, approximately \$13,570,000 (59%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains certain of its cash accounts in a single financial institution in southern New Hampshire. The balance is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At February 28, 2011, the uninsured cash balance was \$175,095. See Note 17.

10. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2011, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

<u>Restricted Purpose</u>	
Agency Fuel Assistance Program	\$ 54,313
Nutrition and Elder Services	668,516
Caring Fund	14,621
Common Pantry	9,546
Software Program-FAP/EAP	781
Volunteer Travel	7,500
Senior Center	117,648
Agency Head Start	80,665
Agency Family Planning and Prenatal Program	8,430
NH Food Pantry Coalition	663
NH Rotary Food Challenge	5,066
	<u>\$ 967,749</u>

11. **STATEMENT OF FUNCTIONAL EXPENSES**

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,993,637	\$ 390,303	\$ 9,383,940
Benefits and payroll taxes	2,087,160	114,660	2,201,820
Travel	323,107	90	323,197
Occupancy	1,040,163	75,879	1,116,042

Program services	13,448,527		13,448,527
Other costs:			
Accounting fees	19,410	30,472	49,882
Legal fees	15,975	340	16,315
Supplies	226,340	40,818	267,158
Postage and shipping	61,426	614	62,040
Equipment rental and maintenance	26,867	3,109	29,976
Printing and publications	15,383	764	16,147
Conferences, conventions and meetings	25,687	8,486	34,173
Interest	125,207	7,532	132,739
Insurance	162,927	20,879	183,806
Membership fees	11,243	9,278	20,521
Utility and maintenance	788,698	57,246	845,944
Other	1,139,236	59,388	1,198,624
Depreciation	499,911	5,937	505,848
In kind	<u>1,886,923</u>		<u>1,886,923</u>
	<u>\$ 30,897,827</u>	<u>\$ 825,795</u>	<u>\$ 31,723,622</u>

12. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

Development Service Agreement

Community Action Program Belknap – Merrimack Counties, Inc. has a development services agreement with Sandy Ledge Limited Partnership whose purpose is to acquire, rehabilitate and operate a qualified low-income apartment building as defined by Internal Revenue Code Section 42. CAPBMC Development Corporation is the general partner in Sandy Ledge Limited Partnership. The agreement called for payment of services in the amount of \$194,000. The amount due from Sandy Ledge Limited Partnership at February 28, 2011 totaled \$139,441.

13. RECLASSIFICATION

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

14. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2011 was \$35,000. Funds were also transferred to American Funds for the Fix-It program. The value at February 28, 2011 was \$32,929.

ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2011, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Unobservable Inputs (Level 1)

Beginning balance (at fair value)	\$ 24,398
Total gains or (losses) - realized /unrealized	3,195
Purchases	<u>5,336</u>
Ending Balance	<u>\$ 32,929</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,250
Total gains or (losses) - realized/unrealized	<u>(250)</u>
Ending Balance	<u>\$ 35,000</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

15. **FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, and the NH Rotary Food Challenge. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

16. **SUBSEQUENT EVENTS**

Since February 28, 2011, the Organization has created a sweep account with a financial institution for the fuel assistance account to ensure that all cash balances at that institution are insured.

Subsequent events have been evaluated through October 31, 2011, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2011

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	EXPENDITURES
<u>US DEPT. OF HEALTH AND HUMAN SERVICES</u>		
Head Start	93.600	\$ 3,076,428
ARRA-Head Start	93.708	104,228
ARRA-Early Head Start Expansion	93.709	885,012
Through State of New Hampshire		
Weatherization-HRRP	93.568	88,272
Fuel Assistance	93.568	6,043,402
Fuel Assistance-SEAS	93.044	1,350
Title III Part C	93.045	843,314
Community Services Block Grant	93.569	307,033
ARRA-Community Services Block Grant	93.710	659,476
Title XX - Block Grant	93.667	464,300
Family Planning	93.217	217,302
Family Planning	93.558	56,387
Family Planning	93.940	2,675
Obesity Prevention	93.283	3,721
Title III Part B Rural Transportation	93.044	220,714
TANF - Rental Guarantee/Home Visiting	93.558	19,474
Prenatal	93.994	21,894
Merrimack County Service Link Program	93.778	50,615
Merrimack County Service Link Program	93.052	21,083
Merrimack County Service Link Program	93.667	8,043
Merrimack County Service Link Program	93.048	15,498
Merrimack County Service Link Program	93.779	11,948
Merrimack County Service Link Program	93.071	2,644
NH Mediation	16.575	5,543
Elder Services/NSIP	93.053	201,545
ARRA-Congregate Meals	93.707	12,814
		<u>13,344,715</u>
Through Southern New Hampshire Services		
NHEP-Job Club	93.558	160,164
NHEP-Community Work Experience	93.558	65,023
		<u>225,187</u>
<u>JS DEPARTMENT OF AGRICULTURE</u>		
Through State of New Hampshire		
WIC	10.557	656,998
CSFP	10.565	204,457
Surplus Food-TEFAP	10.550	153,576
ARRA-TEFAP	10.568	149,823
CACF Head Start/USDA	10.558	192,781
Summer Food-USDA	10.559	84,042
		<u>1,441,677</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>		
Senior Companion	94.016	<u>323,984</u>

US DEPARTMENT OF TRANSPORTATION**Through State of New Hampshire**

Concord Area Transit	20.509	462,693
Winnepesaukee Transit System	20.509	71,515
Trolley Program	20.509	110,782
ARRA-Concord Area Transit	20.509	49,157
ARRA-Concord Area Transit-Vehicles	20.509	164,412

858,559**US DEPARTMENT OF JUSTICE****Through State of New Hampshire**

ARRA-Therapeutic Classroom	16.801	33,533
Greater Lakes Child Advocacy Center	16.543	20,223
Greater Lakes Child Advocacy Center	16.575	14,870
Merrimack County Service Link - NHPOA	16.528	906

69,532**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Newbury Elderly Housing	14.157	119,667
Statewide Lead Abatement Program	14.900	1,371,631

Through State of New Hampshire

Home Program	14.239	970,852
ESG - New Start/Outreach Program	14.235	119,582
Homeless Prevention	14.235	10,149
ARRA-Homeless Prevention & Rapid Re-housing	14.262	665,262
Supportive Housing Services	14.235	77,683

3,334,826**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

Weatherization	81.042	188,861
ARRA-Weatherization	81.042	1,977,362

2,166,223**US DEPARTMENT OF LABOR****Through State of New Hampshire**

Senior Community Service Employment	17.235	817,755
ARRA-Senior Community Service Employment	17.235	53,053

Through Southern New Hampshire Services

WIA-Adult Program	17.258	85,120
ARRA-WIA Adult Program	17.258	29,951
WIA-Dislocated Worker Program	17.260	127,565
ARRA-Dislocated Worker Program	17.260	60,163
ARRA-WIA Discretionary	17.258	7,821
ARRA-WIA Dislocated Discretionary	17.260	30,640

1,212,068**Homeland Security****Through I Emergency Food and Shelter Program**

	97.024	23,097
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TOTAL AWARDS EXPENDED

\$ 22,999,868**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF THE FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation) as of and for the year ended February 28, 2011 and have issued our report thereon dated October 31, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program of Belknap-Merrimack Counties, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Community Action Program of Belknap-Merrimack Counties, Inc.'s response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Community Action Program of Belknap-Merrimack Counties, Inc.'s response and, accordingly, we express no opinion on it.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone McDonnell Roberts,
Professional Association*

October 31, 2011
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Compliance

We have audited compliance of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation) with the types of compliance requirements described in the *US Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2011. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each major federal program is the responsibility of Community Action Program of Belknap-Merrimack Counties, Inc.'s management. Our responsibility is to express an opinion on Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, "*Audits of States, Local Governments and Non-Profit Organizations*". Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements.

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2011. However, the results of our auditing procedures disclosed an instance of noncompliance with those requirements, which is required to be reported in accordance with OMB Circular A-133 which is described in the accompanying schedule of findings and questioned costs as item 2011-01.

Internal Control Over Compliance

The management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the organization's internal control over compliance with the requirements that could have a direct and material effect on its major federal programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

Community Action Program of Belknap-Merrimack Counties, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Community Action Program of Belknap-Merrimack Counties, Inc.'s response and, accordingly, we express no opinion on the response.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone McDonnell Roberts,
Professional Association*

October 31, 2011
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2011

1. The auditors' report expresses an unqualified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. were disclosed during the audit.
4. One reportable condition relating to the audit of the major federal award program is reported in the *Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unqualified opinion on all major programs.
6. Audit findings that are required to be reported in accordance with section 510(a) of OMB Circular A-133 are reported in Part C of this schedule.
7. The programs tested as major programs were:
 - 93.600 Headstart
 - 93.708 ARRA-Headstart
 - 93.709 ARRA-Early Head Start Expansion
 - 81.042 Weatherization
 - 81.042 ARRA-Weatherization
 - 14.239 Home
 - 93.568 Fuel Assistance
 - 20.509 Formula Grants for other than Urbanized Areas (Concord Area Transit and Winnepesaukee Transit Systems)
 - 14.900 Statewide Lead Abatement Program
8. The threshold for distinguishing Type A and B programs was \$689,996.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS – FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

2011-01 Weatherization Program – CFDA 81.042 for the period ended February 28, 2011

Condition: During our review of project files, it was noted that one client did not meet the income eligibility requirements. Their income exceeded the threshold allowed for use of the weatherization funds.

Criteria: Weatherization funds must benefit low income families.

Effect: It is possible that ineligible families could be receiving Weatherization funds.

Cause: Review of income records not verified against threshold requirements.

Recommendation: The program staff must be diligent and ensure that all verifications of income are reviewed for eligibility.

Client Response:

The energy auditor read the fuel assistance certification and inadvertently calculated the income at an FPG of 200% when in actuality the certification shows that income was at an FPG of 246%. The auditor was counseled on program requirements that eligibility for weatherization is 200% of FPG. In addition, the Assistant Director will review applications for eligibility. Total charges to the program were \$4,515 and will be reimbursed to the ARRA Weatherization Program in the November 2011 Expenditure Report to the Office of Energy and Planning. The unallowable expenses will be transferred to nonfederal funds.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

SUMMARY OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 28, 2010

United States Department of Energy

2010-01* Weatherization Program – CFDA 81.042 for the period ended February 28, 2010

Condition: During our review of project files, it was noted that one client did not meet the income eligibility requirements. Their income exceeded the threshold allowed for use of the weatherization funds.

Recommendation: The program staff must be diligent and ensure that all verifications of income are reviewed for eligibility.

Current Status:

The recommendation was adopted and the Assistant Director is now reviewing applications for eligibility.

* Finding number corrected to reflect fiscal year end.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2011**

	<u>Grant Period 10/1/09-9/30/10</u>	<u>Grant Period 10/1/10-9/30/11</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 2,207,914	\$ 3,923,760	\$ 6,131,674
Other	<u>28,593</u>	<u> </u>	<u>28,593</u>
	<u>\$ 2,236,507</u>	<u>\$ 3,923,760</u>	<u>\$ 6,160,267</u>
Expenditures			
Personnel	\$ 215,902	\$ 120,754	\$ 336,656
Fringe benefits	20,665	10,600	31,265
Travel	2,677	1,567	4,244
Occupancy	33,495	28,078	61,573
Direct program costs	1,912,781	3,695,714	5,608,495
Other costs	<u>50,987</u>	<u>67,047</u>	<u>118,034</u>
	<u>\$ 2,236,507</u>	<u>\$ 3,923,760</u>	<u>\$ 6,160,267</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2011

	<u>Grant Period</u> <u>7/1/09 - 6/30/10</u>	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Total</u>
Revenues			
Corporation for National Services	\$ <u>101,154</u>	\$ <u>222,830</u>	\$ <u>323,984</u>
Expenditures			
Personnel	\$ 72,823	\$ 168,411	\$ 241,234
Fringe benefits	579	6,501	7,080
Travel		1,455	1,455
Other costs	<u>27,752</u>	<u>62,192</u>	<u>89,944</u>
	\$ <u>101,154</u>	\$ <u>238,559</u>	\$ <u>339,713</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HOME PROGRAM - CFDA 14.239
FOR THE YEAR ENDED FEBRUARY 28, 2011

Grant Period
4/01/08-10/31/11

Revenues

New Hampshire Housing and Finance Authority \$ 970,852

Expenditures

Personnel \$ 10,998
Fringe benefits 820
Travel 1,558
Direct program costs 959,500
Other costs 5,824

\$ 978,700

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2011**

	<u>Grant Period</u> <u>1/1/10-12/31/10</u>	<u>Grant Period</u> <u>1/1/11-12/31/11</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 2,573,138	\$ 503,290	\$ 3,076,428
In-Kind	755,598	197,948	953,546
Other	<u>117,628</u>	<u> </u>	<u>117,628</u>
	<u>\$ 3,446,364</u>	<u>\$ 701,238</u>	<u>\$ 4,147,602</u>
Expenditures			
Personnel	\$ 1,801,991	\$ 318,259	\$ 2,120,250
Fringe benefits	235,354	50,748	286,102
Travel	251	142	393
In-Kind	755,598	197,948	953,546
Other costs	<u>653,170</u>	<u>134,141</u>	<u>787,311</u>
	<u>\$ 3,446,364</u>	<u>\$ 701,238</u>	<u>\$ 4,147,602</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2011

	<u>Grant Period</u> <u>7/1/09 - 6/30/10</u>	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Total</u>
Revenues			
US Department of Health and Human Services:			
Title XX	\$ 154,767	\$ 309,534	\$ 464,301
Title III Part C	281,104	562,209	843,313
NH Department of Health & Human Services	103,466	98,079	201,545
Other	<u>(474,524)</u>	<u>1,113,989</u>	<u>639,465</u>
	<u>\$ 64,813</u>	<u>\$ 2,083,811</u>	<u>\$ 2,148,624</u>
Expenditures			
Personnel	\$ 320,411	\$ 659,402	\$ 979,813
Fringe benefits	3,610	75,975	79,585
Occupancy	55,907	114,497	170,404
Travel	43,729	79,071	122,800
Other costs	<u>281,536</u>	<u>486,349</u>	<u>767,885</u>
	<u>\$ 705,193</u>	<u>\$ 1,415,294</u>	<u>\$ 2,120,487</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2011

	<u>Grant Period</u> <u>10/1/09-9/30/10</u>	<u>Grant Period</u> <u>10/1/10-9/30/11</u>	<u>Total</u>
Revenues	<u>\$ 873,611</u>	<u>\$ 995,569</u>	<u>\$ 1,869,180</u>
Expenditures			
Personnel	\$ 159,611	\$ 99,513	\$ 259,124
Fringe benefits	26,008	14,931	40,939
Travel	1,636	715	2,351
Occupancy	4,090	2,182	6,272
Other costs	<u>682,266</u>	<u>878,228</u>	<u>1,560,494</u>
	<u>\$ 873,611</u>	<u>\$ 995,569</u>	<u>\$ 1,869,180</u>

Note:

For the year ended February 28, 2011, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2011.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2011

	<u>Revenues</u>	<u>Expenses</u>
NHFPC (005)	250	62
TRF (018)	5,561	5,561
Trolley Program (023 & 024)	156,378	157,086
QTTP (031)	7,500	7,805
Twin River Community Corp (050 & 051)	55,295	69,797
Cottage Hotel (061 & 062)	7,682	12,923
Mill Knoll Village (080)	12,591	8,530
Sandy Ledge (090 & 091)	8,046	16,987
Ozanam (101 & 102)	18,398	18,398
Senior Center Program (138)	28,519	22,013
Franklin Intergenerational (181 & 182)	46,994	46,775
Stay Warm (200)	417,308	417,308
Senior Companion Program - Non Federal (220 & 221)	92,522	85,589
Senior Companion Program - State (230 & 231)	35,647	35,647
WX SVS/CIT (270)	2,256	2,256
Flood Fund (276)	23,120	23,585
Franklin Community Services (290 & 291)	20,800	22,727
Head Start - Childcare (350 & 351)	828,352	887,278
Lakes Region Family Center (380 & 381)	157,301	157,301
REIP (400, 401, & 409))	125,222	74,387
Purchase Rehabilitation Project (426)	237,303	237,303
NH Mod Ram (430)	80,622	101,604
MHP WXN (451)		1,707
Keyspan (471 & 472)	105,559	75,132
New Hampshire Housing Guarantee Program (490 & 491)	350,263	350,263

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2011

	<u>Revenues</u>	<u>Expenses</u>
Core Program (500 & 501)	333,009	170,763
NH Rotary (540)	5,092	27
Common Pantry (550 & 551)	205	486
ALLTWN MIT (630)	5,055	5,055
Epsom Elderly Housing (640 & 641)	83,467	83,467
Belmont Housing (650 & 651)	75,280	75,280
Alton Housing (660 & 661)	54,038	54,038
Kearsarge Housing (670 & 671)	69,818	69,818
Riverside Housing (680 & 681)	78,094	78,094
Concord Area Brokerage (703)	7,572	333
Pembroke Housing (705 & 706)	48,290	44,550
HARLF (728)	26,745	26,745
Dream Home (757)		390
Area Centers (760 & 761)	331,693	350,436
Home Access Program (774)	37,968	40,596
TIC FLEX (820 & 829)	41,185	41,185
THE FIXIT Program (830 & 831)	88,515	143,607
LGP (847)	5,836	5,836
The Caring Fund (860 & 861)	5,766	4,131
Agency Account WIC/CSF (883)	9,509	6,673
HSG Future (890 & 891)	40,101	40,101
Agency Account (911)	27,621	(121,664)
Agency Account FAP (922)	114,236	114,429
Agency Account SCP (930 & 939)	13,536	13,486
H/S Agency (940 & 941)	8,833	16,733
Agency FPPN (963)	2,703	-
Agency WICBF (973)	35	35
Development (981)	119,306	-
Agency HPP (991 & 992)	13,346	13,346

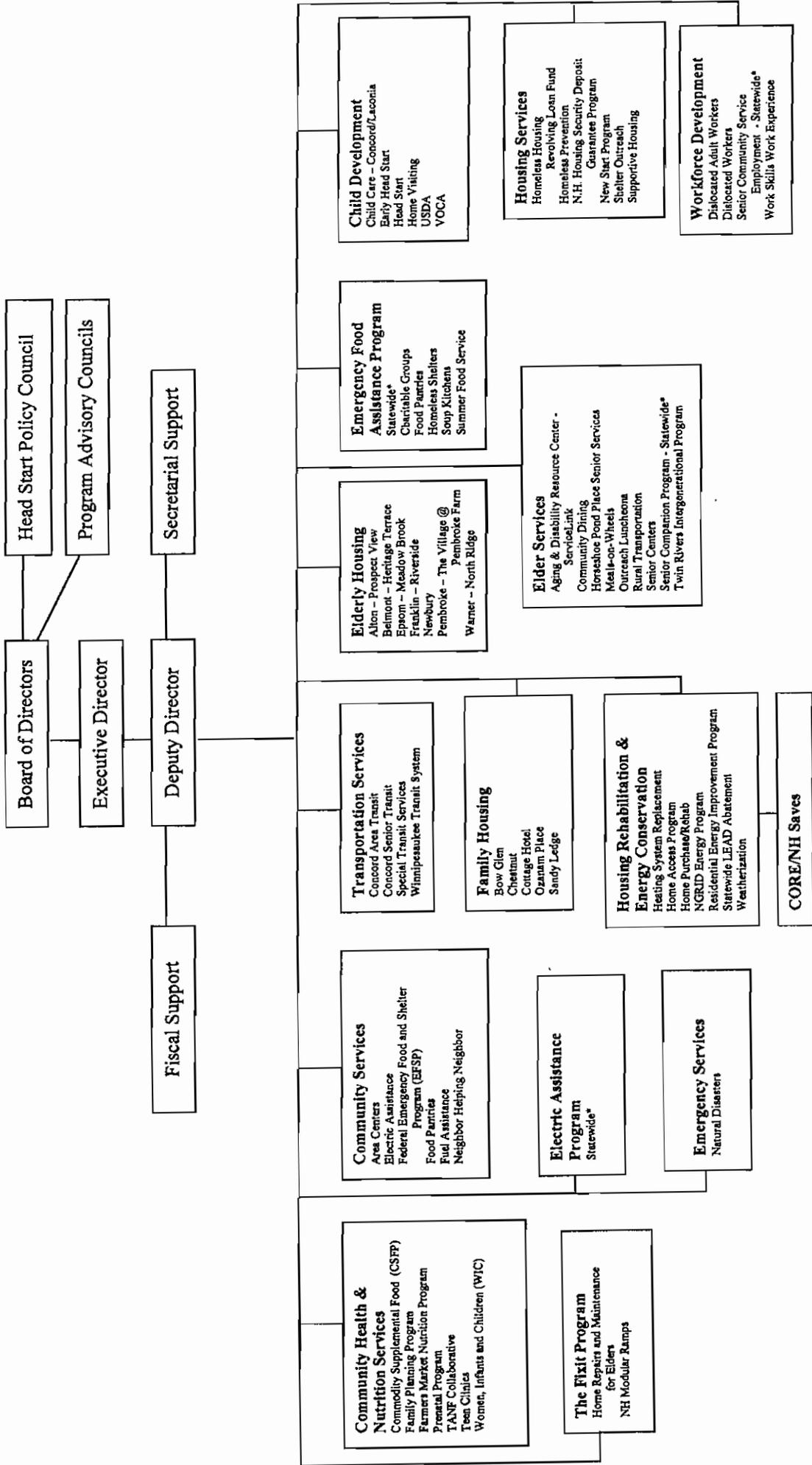
COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2011

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
571	Fuel Assistance Program	93.568	\$ 411,727
05A	ARRA-Weatherization		287,330
491	NH Housing Guarantee Program		223,597
591	Homeless Prevention		157,037
161	Elder Services Program	93.045, 93.667	117,949
902	Community Services Block Grant	93.569	77,553
192	Electric Assistance Program		67,346
152	Merrimack County Service Link	93.778, 93.052, 93.667, 93.048, 93.779, 93.071	59,458
728	Homeless Revolving Loan Fund		55,954
70A	ARRA-Homeless Prevention & Rapid Rehousing		40,825
261	Rural Transportation Service	93.044	40,228
831	The FixIt Program		34,448
426	Purchase Rehab Program		30,705
852	New Start Program		29,676
462	Weatherization-HRRP	93.568	23,789
711	Concord Area Transit		19,206
018	Tornado Relief Fund		16,310
542	Summer Feeding		14,055
469	Lead Abatement		10,191
231	Senior Companion Program - State		5,313
820	Transition in Caregiving		5,125
381	Lakes Region Family Center		5,098
400	Residential Energy Improvements		4,942
746	Community Crisis Fund		3,578
774	Home Access Program		3,007
891	Housing Futures Program		2,399
761	Area Center Program		1,476
15A	ARRA-State Wide T&TA		1,200
221	Senior Companion Program - Non-Federal		667
847	Loan Guarantee Program		30
			<hr/>
		TOTAL	\$ <u>1,750,219</u>

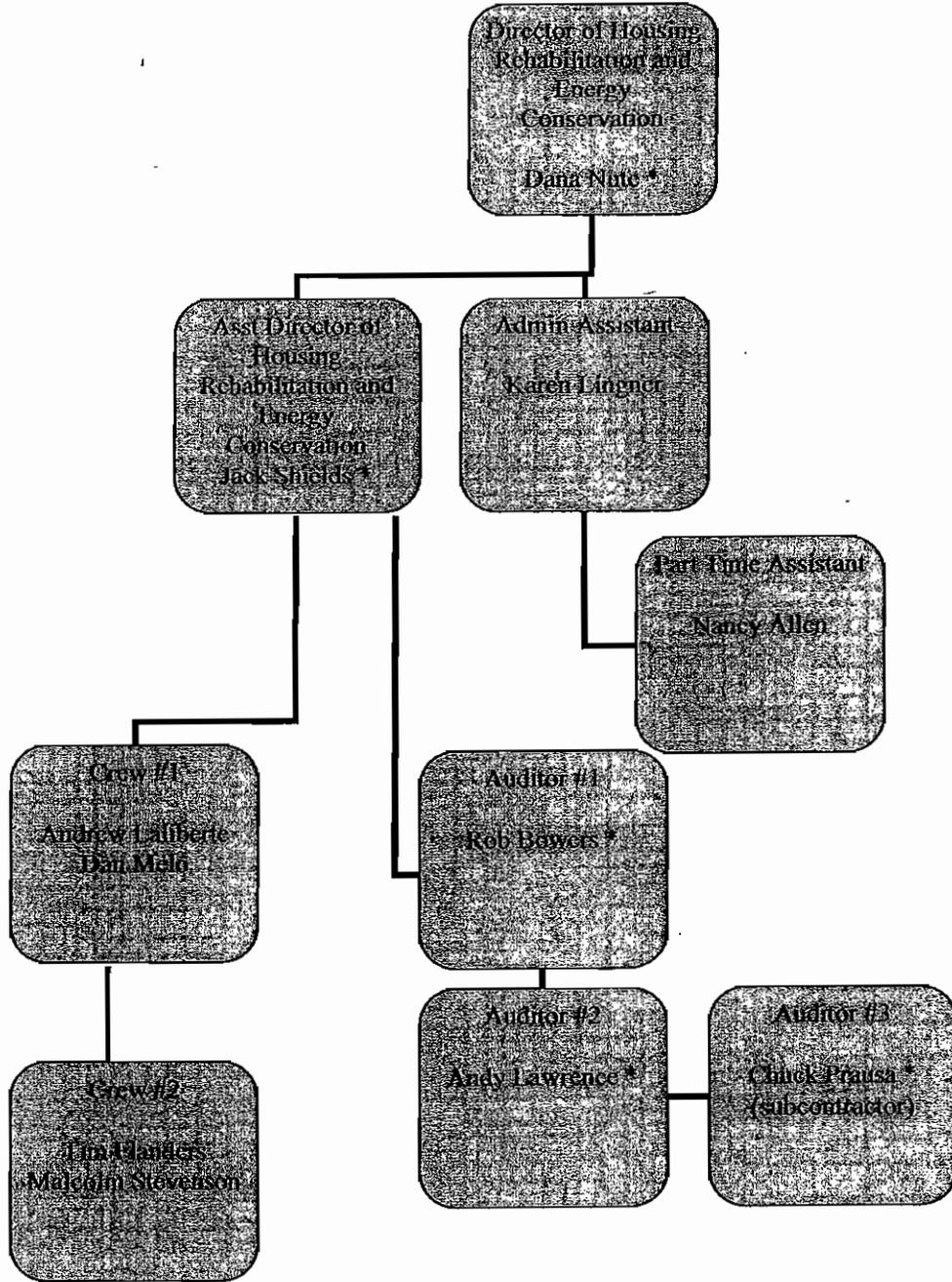
ORGANIZATIONAL CHART

Community Action Program Belknap-Merrimack Counties, Inc.
 Serving the 38 Cities and Towns of Belknap and Merrimack Counties



*CAPBMCI is the statewide grantee and subcontracts with the other NHCAA's for services

WEATHERIZATION DEPARTMENT 4/1/12
State Certified Auditor *



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

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Community Action Program
Belknap-Merrimack Counties, Inc.

WEATHERIZATION ASSISTANCE PROGRAM
ARRA-FOURTH CONTRACT AMENDMENT
FOR PERIOD ENDING SEPTEMBER 30, 2012

KEY PERSONNEL

	<u>Salary</u>
Dana Nute, Director Housing Rehabilitation and Energy Conservation	\$ 73,593.00
Ralph Littlefield Executive Director	\$116,284.00

RALPH LITTLEFIELD
94 Lovering Road
North Hampton, New Hampshire 03862

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

Dana C Nute

Summary of Qualifications

26 years of site, utilities, building construction management including project design; budget derivation and control; on site inspections and evaluations; writing, negotiating and procuring of contracts; supervision and leadership of personnel; sales and business development.

Work experience

2000-Present Community Action Program
Belknap-Merrimack Counties Concord, NH

Director, Energy/Housing Rehab

Responsibilities include acquisition and administration of federal and state grants. Administration of statewide annual grant through HUD HOME funds for housing rehab. Administered statewide \$4M lead grant with New Hampshire Housing Finance Authority. Responsible for daily operation of weatherization auditors and crews performing energy efficiency measures for DOE, and gas and electric utility programs for 2 counties.

1999 – 2000 Jewett Construction Raymond, NH

Project Manager

Responsibilities include estimating, subcontractor procurement, contract writing, budget derivation and control, management of field personnel, client relations, and management of company safety program.

Proficient in use of computer in Excel, Word, Project Management, Star Builder

1998 – 1999 CPM Associates Brentwood, NH

Project Executive

Responsible for heading of Project Managers and Engineering Department for the construction of numerous building projects and architectural millwork projects for retail stores and various commercial institutions.

1996 – 1998 DCN Corporation Franklin, NH

Owner, Self Employed

Consulting management and sales of numerous building construction and site development projects.

1987 - 1996 Wellington Companies Westborough, MA

Construction Manager & Property Manager

Responsibilities included management of all construction activities consisting of interior build-out to complete construction of industrial, manufacturing, office, and residential structures, and site work.

Managed properties in both the commercial and residential condominium markets. Portfolio included over 60 properties totaling more than 1,500,000 SF. and 1000 residential units.

1984 - 1987 Baker Roofing Inc. Hollywood, FL

Corporate President/Co-owner

Coordinated and handled all sales, contract, construction, scheduling and subcontracting activities. Roofing firm produced sales and construction of approximately 1.5 million dollars annually.

1981 - 1984 Al-Hoty Establishments Al. Khobar, Saudi Arabia

Lead Engineer, Roads and Wellsites Dept.

Supervised engineering department, which was responsible for deriving and implementing an annual budget of approximately 5 million dollars for construction and maintenance of facilities, road system and utilities for Aramco Oil Company. Other department responsibilities included administering of contract documents, designing of roads and utilities, securing of contractor payments.

1978 - 1980 Tuner Construction Company Boston, MA

Chief Field Engineer

Responsible for training, work assignments and management of field engineers during construction of eleven story John F. Kennedy Memorial Library.

Education 1973 - 1978 Northeastern University Boston, MA

Bachelor of Science - Civil Engineering

Certifications E.I.T. Registration, State of NH Energy Auditor, HUD Lead Renovator

Operating Systems & Software MS Project, Word, Excel, Star Bulder, TREAT, Access

References References will be provided upon request.