



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 1024645), with Southern New Hampshire Services, Inc., (VC#177198), Manchester, NH increasing the contract by an amount not to exceed \$176,553.13 from \$337,412.00 to \$513,965.13 for the Weatherization Assistance Program effective upon approval of Governor and Council through March 31, 2013. 100% Federal Funds. Contract #1024645 previously approved by Governor and Council on March 28, 2012, Item #16.

Funding is available in account:

<u>Office of Energy &amp; Planning, Low Income Weatherization</u>	<u>FY2013</u>
01-02-024010-7706	
074-500587 Grants for Pub Assist & Relief	\$176,553.13

**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.

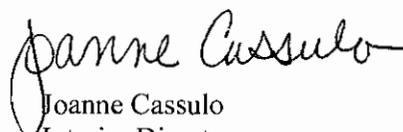
OEP contracts with New Hampshire Community Action Agencies (CAAs) to provide weatherization services at the local level. This contract is **SOLE SOURCE** because of the Department of Energy's (DOE) grant guidance (10 CFR 440.15) requiring the CAAs be given preferred status (due to their nonprofit status)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

Governor & Council Letter – So. NH Services, Inc.  
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 Southern New Hampshire Services, Inc., 40 Pine St., P.O. Box 5040, Manchester, NH 03108 (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 \$337,412.00 and inserting \$513,965.13 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  
Joanne Cassulo, Interim Director

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

By: Gale F. Hennessy  
Gale F. Hennessy, Executive Director

Contractor Initials GH

Date 11-1-12

Page 1 of 2

State of NEW HAMPSHIRE  
County of HILLSBOROUGH

On this day of OCTOBER 1, 2012, before me, DIANE P. ERIKSON, the undersigned officer, personally appeared GALE F. HENNESSY, who acknowledged himself to be the EXECUTIVE DIRECTOR of Southern New Hampshire Services, 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.



Diane P. Erikson  
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 GH  
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, Southern New Hampshire Services, Inc., in total, the sum of:

\$513,965.13	(which hereinafter is referred to as the "Grant"), of which
\$ 25,112.00	will be issued as a cash advance,
\$ 56,899.70	may be expended for administration
\$ 91,348.88	may be expended for Training & Technical Assistance,
\$ 54,070.24	may be expended for Health & Safety measures
\$311,646.31	(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.

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.

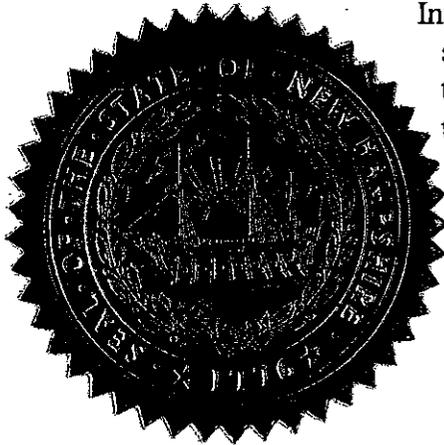
All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on September 22, 2011, such authority to be in force and effect until March 31, 2013.  
Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 6th  
day of March, 2012.

Mary M. Moriarty  
Mary M. Moriarty, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 6th day of March, 2012, before me, Diane P. Erikson  
the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Diane P. Erikson  
Notary Public

SEAL

My Commission expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2012

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

INSURED  
 Southern NH Services  
 Michael O'Shea  
 P.O. Box 5040  
 Manchester NH 03108

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: Philadelphia Ins Co	
INSURER B: Maine Employers Mutual Ins	
INSURER C:	
INSURER D:	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b>	PHPK633562	12/31/2011	12/31/2012	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) \$ 10,000
		<input checked="" type="checkbox"/> <b>Employee Benefits</b>				PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b>	PHPK633562	12/31/2011	12/31/2012	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 checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b>	PHUB323599	12/31/2011	12/31/2012	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		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	3102801290			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	(3a.) ME & NH All officers included	12/31/2011	12/31/2012	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		<b>OTHER Crime</b>	PHPK633562	12/31/2011	12/31/2012	Fidelity 250,000

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

CERTIFICATE HOLDER	CANCELLATION
NH Office of Energy & Planning Johnson Hall 107 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Laura Perrin</i>



John H. Lynch  
Governor

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

107 Pleasant Street – Johnson Hall  
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Telephone: (603) 271-2155

Fax (603) 271-2615



March 7, 2012

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

Approval by the Governor  
and Council on 03-28-12  
Agenda Item 16

**REQUESTED ACTION**

- 1) Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Southern New Hampshire Services, Inc. (VC #177198), Manchester, NH, in the amount of \$337,412.00 for the federal Weatherization Assistance Program upon the date of 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	\$62,460.00	\$274,952.00

- 2) Further request authorization to advance to the vendor \$25,112.00 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 -- SNHS

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:

Southern New Hampshire Services, Inc. -- Weatherization Program

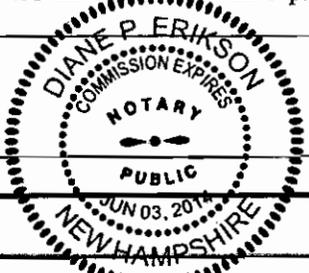
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-8010	1.6 Account Number 01-02-024010-7706 074-5005	1.7 Completion Date March 31, 2013	1.8 Price Limitation \$337,412.00
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 <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/6/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Diane P. Erikson, Notary Public</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Administrative Assistant			
1.14 State Agency Signature <i>[Signature]</i>		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: <i>[Signature]</i> On: <u>3-12-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

**7. PERSONNEL.**

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

Contractor Initials CSA  
Date 3-6-12

**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

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. Southern New Hampshire Services, 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 twenty-seven (27) 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 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, Southern New Hampshire Services, Inc., in total, the sum of:

\$337,412.00	(which hereinafter is referred to as the "Grant"), of which
\$ 25,112.00	will be issued as a cash advance,
\$ 66,716.60	may be expended for administration
\$ 70,000.00	may be expended for Training & Technical Assistance,
\$ 23,320.00	may be expended for Health & Safety measures
\$177,375.40	(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.

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 Manual, 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)

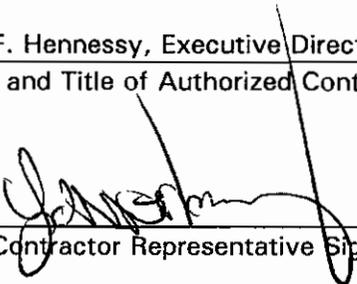
40 Pine Street, Manchester, NH 03108

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

Southern New Hampshire Services, Inc.  
Contractor Name

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

Gale F. Hennessy, Executive Director  
Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

3/6/12  
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.

Handwritten signature of Gale F. Hennessy
Contractor Representative Signature
Gale F. Hennessy, Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name
3/6/12
Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT F**

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

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

*Instructions for Certification*

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (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***

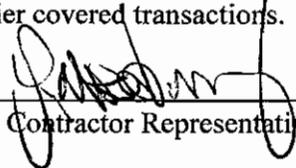
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  -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

Gale F. Hennessy, Executive Director  
Contractor's Representative Title

Southern New Hampshire Services, Inc.  
Contractor Name

3/6/12  
Date

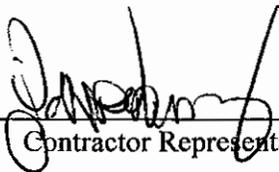
New Hampshire Office of Energy and Planning

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Contractor Representative Signature

Gale F. Hennessy, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

3/6/12

Date

**New Hampshire Office of Energy and Planning**

**STANDARD EXHIBIT H**

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

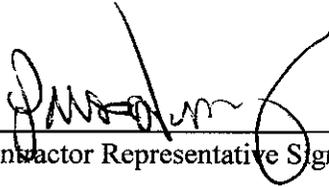
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education,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

Gale F. Hennessy, Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

Contractor Name

3/6/12

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.

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

**Applicability and Period of Obligation**

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

**Employment Practices**

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

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

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

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

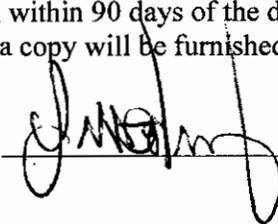
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment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

**Applicant Certification**

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

Gale F. Hennessy, Executive Director

Signature



Date 3/6/12

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

# State of New Hampshire Department of State

## CERTIFICATE

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



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

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

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
SOUTHERN NEW HAMPSHIRE SERVICES INC.	Legal
COMMUNITY ACTION COMMITTEE FOR HILLSBOROUGH COUNTY	Prev Legal

**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	65506
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	5/28/1965
<b>Principal Office Address:</b>	40 Pine St PO Box 5040 Manchester NH 03108
<b>Principal Mailing Address:</b>	No Address
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	3/3/2011 8:00:00 AM
<b>Last Annual Report Filed:</b>	2010

**Registered Agent**

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**CERTIFICATE OF VOTE**  
**(Corporate Authority)**

I Mary M. Moriarty, Secretary of Southern New Hampshire Services, Inc.  
(name) (corporation name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I  
(state of incorporation)

am the duly elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on September 22, 2011, such authority to be in force and effect until March 31, 2013.  
Contract Termination Date

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

<u>Gale F. Hennessy</u>	<u>Executive Director</u>
<u>Michael O'Shea</u>	<u>Fiscal Officer</u>
<u>Denise Vallancourt</u>	<u>Accounting Manager</u>

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 6th day of March, 2012.

Mary M. Moriarty  
Mary M. Moriarty, Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 6th day of March, 2012, before me, Diane P. Erikson the undersigned officer, personally appeared, Mary M. Moriarty who acknowledged herself to be the Secretary of Southern New Hampshire Services, Inc., a corporation, and that she as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Diane P. Erikson  
Notary Public

SEAL

My Commission expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2012

PRODUCER (603)669-3218 FAX: (603)645-4331  
**Ferdinando Insurance**  
 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  
**Southern NH Services**  
 Michael O'Shea  
 P.O. Box 5040  
 Manchester NH 03108

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Ins Co	
INSURER B: Maine Employers Mutual Ins	
INSURER C:	
INSURER D:	
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		<b>GENERAL LIABILITY</b>	PHPK633562	12/31/2011	12/31/2012	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) \$ 10,000	
		<input checked="" type="checkbox"/> <b>Employee Benefits</b>				PERSONAL & ADV INJURY \$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$ 2,000,000	
A		<b>AUTOMOBILE LIABILITY</b>	PHPK633562	12/31/2011	12/31/2012	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 checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
						AUTO ONLY: AGG \$	
A		<b>EXCESS / UMBRELLA LIABILITY</b>	PHUB323599	12/31/2011	12/31/2012	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		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	3102801290 (3a.) ME & NH All officers included	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A		<b>OTHER Crime</b>	PHPK633562	12/31/2011	12/31/2012	Fidelity 250,000	

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  
 Johnson Hall  
 107 Pleasant Street  
 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*



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
*The Community Action Agency for Hillsborough County*

**Beth Gilbert, Accounts Payable/Program Assistant**

*Mailing Address: PO Box 5040, Manchester, NH 03108*

*160 Silver Street, Manchester, NH 03103*

*Telephone: (603) 668-8010 ext 6083 Fax: (603) 622-7731*

*Bgilbert@snhs.org www.snhs.org*

**Executive Director**  
Gale F. Hennessy

**Deputy Director**  
**Fiscal Officer**  
Michael O'Shea

**Director of Program**  
**Operations**  
Deborah Gosselin

February 23, 2012

Pam Crook  
Office of Energy and Planning  
Johnson Hall  
107 Pleasant Street  
Concord, NH 03301

**Outreach Offices:**

**Manchester (03103)**

160 Silver Street  
Tel: (603) 647-4470  
Fax: (603) 647-7188

**Nashua (03060)**

134 Allis Street  
Tel: (603) 889-3440  
Fax: (603) 889-0945

**Greenville (03048)**

Greenville Falls  
56 Main Street  
Tel: (603) 878-3364  
Fax: (603) 889-0520

**Peterborough (03458)**

46 Concord Street  
Tel: (603) 924-2243  
Fax: (603) 924-5756

**Hillsboro (03244)**

4 Church Street  
Tel: (603) 464-5835

Dear Pam.

The last audit done at Southern New Hampshire Services for the Single Audit Report and Audited Financial Statement was completed on July 31, 2010. Southern New Hampshire Services is currently undergoing the FYE July 31, 2011 and it is expected to be drafted by March 15, 2012. Once we receive a completed copy we can forward on to OEP.

If there is anything else I can help with, please don't hesitate to ask.

Sincerely,

Beth Gilbert

**Southern New Hampshire Services, Inc.**

**Single Audit Reports**

**July 31, 2010**

**Ron L. Beaulieu & Company**

**CERTIFIED PUBLIC ACCOUNTANTS**

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

JULY 31, 2010

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Ron L. Beaulieu & Company  
CERTIFIED PUBLIC ACCOUNTANTS

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Portland, Maine 04103

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INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF  
EXPENDITURES OF FEDERAL AWARDS

April 29, 2011

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

We have audited the financial statements of Southern New Hampshire Services, Inc., as of and for the year ended July 31, 2010, and have issued our report thereon dated April 29, 2011. Our audit was performed for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JULY 31, 2010

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF AGRICULTURE:</b>		
Passed-through Belknap Merrimack Community Action- Emergency Assistance Food Program	10.568	\$ 3,531
Passed-through State of New Hampshire Women, Infants, and Children	10.557	5,744,320
Commodity Supplemental Food Program	10.565	820,977
WIC Farmers' Market Nutrition Program	10.572	-
Child and Adult Care Food Program	10.558	245,474
Summer Food Service Program for Children	10.559	153,180
<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:</b>		
Passed-through State of New Hampshire Community Development Block Grants	14.218	99,213
Supportive Housing Program	14.235	76,009
Emergency Shelter Grants Program	14.231	40,920
Passed-through Belknap Merrimack Community Action - Home Investment Partnerships Program	14.239	293,171
<b>U.S. DEPARTMENT OF LABOR:</b>		
Passed-through State of New Hampshire WIA Adult Program	17.258	1,301,195
ARRA - WIA Adult Program	17.258	459,623
		<u>1,760,818</u>
WIA - Youth Activities	17.259	166,819
WIA - Dislocated Workers	17.260	3,198,216
ARRA - Dislocated Workers	17.260	969,843
		<u>4,168,059</u>
<b>U.S. DEPARTMENT OF ENERGY:</b>		
Passed-through State of New Hampshire Weatherization Assistance for Low-Income Persons	81.042	402,896
ARRA - Weatherization Assistance for Low-Income Persons	81.042	1,489,698
		<u>1,892,594</u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)  
 FOR THE YEAR ENDED JULY 31, 2010

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Federal Expenditures
<b>U.S. DEPARTMENT OF EDUCATION:</b>		
Passed-through State of New Hampshire Adult Basic Education Program	84.002	\$ 54,662
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</b>		
Direct Program -		
Headstart	93.600	4,542,196
ARRA - Head Start	93.708	416,869
Passed-through State of New Hampshire		
Low-Income Home Energy Assistance	93.568	11,055,707
Temporary Assistance for Needy Families	93.558	2,671,750
Family Support Payments to States Assistance Payments	93.560	425,598
Community Services Block Grant	93.569	871,617
Community Services Block Grant - Discretionary Awards	93.570	11,996
Refugee and Entrant Assistance - Voluntary Agency Program	93.576	106,062
Child Care Mandatory and Matching Funds of the Child Care Fund	93.596	1,218,829
ARRA - Community Service Block Grant	93.710	1,098,286
<b>CORPORATION FOR NATIONAL AND COMMUNITY SERVICES:</b>		
Direct Program -		
Retired and Senior Volunteer Program	94.002	173,644
<b>U.S. DEPARTMENT OF HOMELAND SECURITY:</b>		
Passed-through Regional United Way Agency - Emergency Food and Shelter National Board Program	97.024	<u>37,000</u>
Total Federal Expenditures		<u><u>\$ 38,149,301</u></u>

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

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
JULY 31, 2010

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Southern New Hampshire Services, 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. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in preparation of, the basic financial statements.

# Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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

April 29, 2011

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

We have audited the financial statements of Southern New Hampshire Services, Inc., as of and of year ended July 31, 2010, and have issued our report thereon dated April 29, 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 Southern New Hampshire Services, 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 the Entity's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Entity'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 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 Southern New Hampshire Services, 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*.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, and 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.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

# Ron L. Beaulieu & Company

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## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

April 29, 2011

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

### Compliance

We have audited the compliance of Southern New Hampshire Services, Inc., with the types of compliance requirements described in the Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended July 31, 2010. Southern New Hampshire Services, Inc. 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 of its major federal programs is the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on Southern New Hampshire Services, 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 Southern New Hampshire Services, 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 Southern New Hampshire Services, Inc.'s compliance with those requirements.

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended July 31, 2010.

## Internal Control Over Compliance

The management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program 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 the Entity's internal control over compliance.

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

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, 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.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 July 31, 2010

Section I - Summary of Auditors' Results

*Financial Statements*

Type of auditors' report issued: unqualified

Internal control over financial reporting:

Significant deficiencies disclosed  yes  no

Material weakness disclosed  yes  no

Material noncompliance disclosed  yes  no

*Federal Programs*

Internal control over major programs:

Significant deficiency disclosed  yes  no

Material weakness disclosed  yes  no

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

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

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
17.258	WIA Adult Program
17.260	WIA Dislocated Worker Program
81.042	Weatherization Assistance
93.558	Temporary Assistance for Needy People
93.569	Community Services Block Grant
93.596	Child Care and Mandatory Matching Funds
93.600	Head Start
93.708	ARRA - Head Start
93.710	ARRA - Community Services Block Grant

Dollar Threshold used to distinguish between type A and type B programs: \$ 1,144,479

Auditee qualified as low-risk auditee?  yes  no

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
July 31, 2010

Section II - Financial Statement Findings

No Findings

Section III - Federal Award Findings and Questioned Costs

No Matters Reported

**Southern New Hampshire Services, Inc.**

**Audited Financial Statements**

**July 31, 2010**

**Ron L. Beaulieu & Company**

**CERTIFIED PUBLIC ACCOUNTANTS**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

**JULY 31, 2010**

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# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

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### INDEPENDENT AUDITORS' REPORT

April 29, 2011

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

We have audited the accompanying combined statements of financial position of Southern New Hampshire Services, Inc., as of July 31, 2010 and 2009 and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of Southern New Hampshire Services, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the 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 Southern New Hampshire Services, Inc. as of July 31, 2010 and 2009, and the results of its operations 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 April 29, 2011, on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants. 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.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENTS OF FINANCIAL POSITION**  
**JULY 31,**

<b>ASSETS</b>	<u><b>2010</b></u>	<u><b>2009</b></u>
<b>CURRENT ASSETS</b>		
Cash	\$ 6,673,667	\$ 3,872,554
Investments	1,633,892	1,260,698
Accounts receivable	2,764,314	2,882,521
Prepaid expenses	287,283	265,801
Fees receivable	80,546	123,262
Total current assets	<u>11,439,702</u>	<u>8,404,836</u>
<b>FIXED ASSETS</b>		
Land	4,426,539	3,913,592
Buildings and improvements	57,728,349	51,262,816
Vehicles and equipment	1,822,699	1,593,838
Total fixed assets	<u>63,977,587</u>	<u>56,770,246</u>
Less - accumulated depreciation	(15,287,665)	(13,719,378)
Net fixed assets	<u>48,689,922</u>	<u>43,050,868</u>
<b>OTHER ASSETS</b>		
Restricted cash	2,738,743	2,479,503
Miscellaneous other assets	161,934	167,272
Total other assets	<u>2,900,677</u>	<u>2,646,775</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 63,030,301</u></u>	<u><u>\$ 54,102,479</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	2,140,115	\$ 757,060
Accrued payroll and payroll taxes	438,472	378,634
Accrued compensated absences	521,115	492,554
Accrued other liabilities	346,941	206,234
Deferred revenue	3,032,236	1,742,882
Tenant security deposits	217,027	209,252
Current portion of long-term debt	163,091	132,209
Total current liabilities	<u>6,858,997</u>	<u>3,918,825</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>55,207,385</u>	<u>48,885,893</u>
<b>TOTAL LIABILITIES</b>	<u>62,066,382</u>	<u>52,804,718</u>
<b>NET ASSETS</b>		
Unrestricted	<u>963,919</u>	<u>1,297,761</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 63,030,301</u></u>	<u><u>\$ 54,102,479</u></u>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JULY 31,**

	<b>2010</b>	<b>2009</b>
<b>REVENUES</b>		
Grant/contract support	\$ 35,208,064	\$ 30,960,069
Program service fees	867,270	587,065
Local funding	171,856	229,390
Rental income	5,592,886	5,357,219
Gifts and contributions	331,521	293,350
Special events and activities	130,640	67,119
Memberships	62,622	55,449
Interest income	13,004	28,256
Unrealized gain (loss) on investments	173,193	(258,353)
Revenue from commercial products	66,190	36,313
In-kind	1,116,492	800,460
Miscellaneous	1,341,400	1,703,303
<b>TOTAL REVENUES</b>	<b>45,075,138</b>	<b>39,859,640</b>
<b>EXPENSES</b>		
Program services:		
Child Development	6,295,743	5,980,984
Community Services	2,302,708	1,408,359
Economic and Workforce Development	10,374,648	9,191,392
Energy	14,432,976	12,106,580
Hispanic-Latino Community Services	404,235	228,295
Housing and Homeless	72,385	65,654
Nutrition and Health	1,471,717	1,449,254
Special Projects	954,234	1,184,880
Volunteer Services	219,943	184,909
SNHS Management Corporation	1,147,200	1,496,641
Housing Corporations	6,234,482	5,926,343
Total program services	43,910,271	39,223,291
Support services:		
Management and general	1,498,709	1,249,752
<b>TOTAL EXPENSES</b>	<b>45,408,980</b>	<b>40,473,043</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(333,842)</b>	<b>(613,403)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>1,297,761</b>	<b>1,911,164</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ 963,919</b>	<b>\$ 1,297,761</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2010**

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,006,275	\$ 1,341,405	\$ 1,971,760	\$ 1,416,850	\$ 220,344	\$ 49,387	\$ 739,570
Payroll taxes	280,331	123,955	174,242	130,176	22,861	4,794	70,174
Fringe benefits	581,143	171,383	244,317	256,114	25,518	12,026	116,435
Workers comp. insurance	28,847	12,666	5,368	11,143	1,496	917	12,082
Retirement benefits	121,828	58,914	97,586	64,841	417	114	24,257
Consultant and contractual	92,581	72,705	4,177,399	1,876,004	47,477	204	8,056
Travel and transportation	37,845	41,120	54,730	77,225	7,721	3,278	36,384
Conferences and meetings	419	31,382	8,190	19,464	1,257	50	1,120
Occupancy	478,247	30,255	340,036	68,726	46,086	62	104,079
Advertising	2,411	7,169	44	574	-	-	-
Supplies	280,389	20,080	64,757	83,648	9,580	143	54,658
Equip. rentals and maintenance	18,692	94,536	15,425	46,637	3,907	-	8,875
Insurance	8,328	40,836	480	19,166	-	-	6,676
Telephone	38,929	15,730	48,810	51,847	6,520	1,384	29,246
Postage	3,869	2,428	2,587	39,743	88	-	2,195
Printing and publications	6,871	4,692	-	2,115	655	-	149
Subscriptions	-	2,806	-	-	-	-	-
Program support	-	86,588	597	-	-	-	-
Interest	-	-	-	-	-	-	-
Depreciation	33,378	9,910	8,674	20,488	2,816	-	1,759
Assistance to clients	4,414	2,239	3,146,688	10,240,281	-	-	16,245
Other direct expense	134,333	5,944	9,638	7,471	-	-	11,973
Miscellaneous	20,121	125,965	3,320	463	7,492	26	223,119
In-kind	1,116,492	-	-	-	-	-	4,665
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 6,295,743</b>	<b>\$ 2,302,708</b>	<b>\$ 10,374,648</b>	<b>\$ 14,432,976</b>	<b>\$ 404,235</b>	<b>\$ 72,385</b>	<b>\$ 1,471,717</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2010**

	Program Services				Total Program Services	Support Services Management and General	Total Expenses
	Special Projects	Volunteer Services	Management Corporation	Housing Corporations			
Payroll	\$ 243,396	\$ 147,123	\$ 265,598	\$ 1,191,236	\$ 10,592,944	\$ 766,877	\$ 11,359,821
Payroll taxes	23,286	13,748	16,868	108,965	969,400	59,992	1,029,392
Fringe benefits	14,313	21,166	51,551	223,402	1,717,368	86,083	1,803,451
Workers comp. insurance	3,454	396	2,925	38,501	117,795	4,542	122,337
Retirement benefits	15,408	6,404	12,219	75,811	477,799	73,190	550,989
Consultant and contractual	496,479	6,035	137,144	480,919	7,395,003	122,414	7,517,417
Travel and transportation	41,792	3,067	94,144	14,882	412,188	6,163	418,351
Conferences and meetings	28,521	2,795	35,509	2,468	131,175	745	131,920
Occupancy	19,913	80	123,652	2,013,218	3,224,354	55,033	3,279,387
Advertising	-	-	-	939	11,137	765	11,902
Supplies	3,688	3,937	6,591	35,156	562,627	24,031	586,658
Equip. rentals and maintenance	380	305	4,163	1,429	194,349	960	195,309
Insurance	572	1,772	25,226	331,788	434,844	1,069	435,913
Telephone	10,033	3,552	6,792	56,257	269,100	11,880	280,980
Postage	279	1,657	791	5,803	59,440	16,457	75,897
Printing and publications	309	500	-	-	15,291	48	15,339
Subscriptions	-	-	-	-	2,806	145	2,951
Program support	-	(102)	-	-	87,083	-	87,083
Interest	-	-	50,935	210,991	263,685	-	263,685
Depreciation	8,788	-	171,697	1,383,907	1,655,903	626	1,656,529
Assistance to clients	40,920	-	30,043	-	13,476,558	-	13,476,558
Other direct expense	383	726	247	11,712	393,573	3,356	396,929
Miscellaneous	2,320	6,782	111,105	4,340	286,599	1,062	287,661
In-kind	-	-	-	-	1,116,492	-	1,116,492
Loss on disposal of assets	-	-	-	42,758	42,758	-	42,758
Indirect costs	-	-	-	-	-	263,271	263,271
<b>TOTAL</b>	<b>\$ 954,234</b>	<b>\$ 219,943</b>	<b>\$ 1,147,200</b>	<b>\$ 6,234,482</b>	<b>\$ 43,910,271</b>	<b>\$ 1,498,709</b>	<b>\$ 45,408,980</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2009**

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 2,670,739	\$ 689,559	\$ 1,734,947	\$ 1,135,485	\$ 154,099	\$ 46,348	\$ 782,951
Payroll taxes	221,922	55,296	138,906	95,990	14,023	3,826	67,600
Fringe benefits	486,576	77,224	209,778	191,716	14,515	9,200	115,434
Workers comp. insurance	30,532	7,440	6,067	8,795	938	1,098	15,715
Retirement benefits	112,119	51,546	86,143	47,617	-	1,358	27,318
Consultant and contractual	90,109	53,007	3,817,838	591,761	13,487	162	3,530
Travel and transportation	31,089	25,965	50,939	49,803	5,904	2,335	34,754
Conferences and meetings	1,564	17,081	3,838	16,519	-	-	1,048
Occupancy	569,371	24,761	760,729	54,312	13,794	-	107,232
Advertising	2,241	5,205	4,143	1,492	-	-	855
Supplies	85,382	34,450	82,138	85,647	1,194	52	43,068
Equip. rentals and maintenance	6,964	9,214	26,130	25,831	-	-	10,419
Insurance	7,834	47,117	956	9,890	391	-	6,245
Telephone	33,233	11,933	49,193	27,573	2,879	1,225	23,146
Postage	6,256	3,269	3,199	37,578	138	-	1,631
Printing and publications	6,811	5,109	60	679	-	-	100
Subscriptions	-	2,160	-	-	-	-	-
Program support	-	199,948	600	-	-	-	-
Interest	852	-	-	-	-	-	-
Depreciation	37,228	12,633	8,595	9,417	2,835	-	7,261
Assistance to clients	703,936	200	2,192,627	9,698,070	-	-	-
Other direct expense	63,599	950	12,664	17,476	-	-	196,817
Miscellaneous	12,167	74,292	1,902	929	4,098	50	4,130
In-kind	800,460	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 5,980,984</b>	<b>\$ 1,408,359</b>	<b>\$ 9,191,392</b>	<b>\$12,106,580</b>	<b>\$ 228,295</b>	<b>\$ 65,654</b>	<b>\$ 1,449,254</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JULY 31, 2009**

	Program Services					Total Program Services	Management and General	Total Expenses
	Special Projects	Volunteer Services	Management Corporation	Housing Corporations	SNHS			
Payroll	\$ 350,132	\$ 123,831	\$ 288,451	\$ 1,150,786	\$ 9,127,328	\$ 723,995	\$ 9,851,323	
Payroll taxes	29,938	10,294	22,097	93,191	753,083	51,695	804,778	
Fringe benefits	25,029	18,987	53,194	201,340	1,402,993	72,277	1,475,270	
Workers comp. insurance	5,777	433	5,422	44,102	126,319	5,352	131,671	
Retirement benefits	14,960	7,151	15,199	77,698	441,109	68,919	510,028	
Consultant and contractual	528,666	575	459,971	467,021	6,026,127	121,159	6,147,286	
Travel and transportation	64,319	5,296	76,417	12,325	359,146	5,686	364,832	
Conferences and meetings	3,968	746	54,866	131	99,761	1,098	100,859	
Occupancy	65,412	102	162,892	1,860,232	3,618,837	154,963	3,773,800	
Advertising	-	-	-	1,281	15,217	992	16,209	
Supplies	19,182	4,232	3,599	23,286	382,230	29,328	411,558	
Equip. rentals and maintenance	5,937	320	4,927	2,100	91,842	804	92,646	
Insurance	617	1,751	25,208	325,606	425,615	1,069	426,684	
Telephone	12,128	2,543	6,793	50,467	221,113	10,076	231,189	
Postage	352	1,676	648	4,480	59,227	14,344	73,571	
Printing and publications	4,142	-	-	-	16,901	-	16,901	
Subscriptions	-	-	46	-	2,206	-	2,206	
Program support	-	-	-	-	200,548	-	200,548	
Interest	-	-	75,591	214,112	290,555	-	290,555	
Depreciation	8,575	-	172,452	1,364,788	1,623,784	626	1,624,410	
Assistance to clients	38,900	-	45,445	-	12,679,178	-	12,679,178	
Other direct expense	612	389	250	10,205	302,962	645	303,607	
Miscellaneous	6,234	6,583	23,173	5,921	139,479	646	140,125	
In-kind	-	-	-	-	800,460	-	800,460	
Loss on disposal of assets	-	-	-	17,271	17,271	-	17,271	
Indirect costs	-	-	-	-	-	(13,922)	(13,922)	
<b>TOTAL</b>	<b>\$ 1,184,880</b>	<b>\$ 184,909</b>	<b>\$ 1,496,641</b>	<b>\$ 5,926,343</b>	<b>\$ 39,223,291</b>	<b>\$ 1,249,752</b>	<b>\$ 40,473,043</b>	

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JULY 31,**

	<b>2010</b>	<b>2009</b>
<b>OPERATING ACTIVITIES</b>		
Change in net assets	\$ (333,842)	\$ (613,403)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	1,656,529	1,624,410
Loss on disposal of assets	42,758	17,271
Unrealized (gain) loss on investments	(173,193)	258,353
Changes in operating assets and liabilities		
(Increase) decrease in accounts receivable	118,207	(187,734)
(Increase) decrease in prepaid expenses	(21,482)	19,811
(Increase) decrease in fees receivable	42,716	2,088
Increase (decrease) in accounts payable	1,383,055	(37,737)
Increase (decrease) in accrued payroll and payroll taxes	59,838	123,638
Increase (decrease) in accrued comp. absences	28,561	60,997
Increase (decrease) in accrued other liabilities	140,707	22,270
Increase (decrease) in deferred revenue	1,289,354	(32,770)
Increase (decrease) in tenant security deposits	7,775	3,855
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>4,240,983</b>	<b>1,261,049</b>
<b>INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(7,338,341)	(1,406,994)
Purchase of investments	(200,001)	-
Proceeds from sale of investments	-	400,000
Other financing activities	5,338	5,339
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>(7,533,004)</b>	<b>(1,001,655)</b>
<b>FINANCING ACTIVITIES</b>		
Proceeds from long-term debt	6,484,458	1,477,412
Payments on long-term debt	(132,084)	(147,180)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b>6,352,374</b>	<b>1,330,232</b>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>3,060,353</b>	<b>1,589,626</b>
<b>CASH AND CASH EQUIVALENTS - AUGUST 1</b>	<b>6,352,057</b>	<b>4,762,431</b>
<b>CASH AND CASH EQUIVALENTS - JULY 31</b>	<b>\$ 9,412,410</b>	<b>\$ 6,352,057</b>
<b>RECONCILIATION OF CASH BALANCE TO STATEMENTS OF FINANCIAL POSITION</b>		
Cash	6,673,667	3,872,554
Restricted cash	2,738,743	2,479,503
Total cash	<b>\$ 9,412,410</b>	<b>\$ 6,352,057</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<b>\$ 263,685</b>	<b>\$ 290,555</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Organization

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

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

Basis of Presentation

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. All significant interagency items and transactions have been eliminated from the basic financial statements. The financial statements include the accounts of:

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

Estimates

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

None of the estimates used in preparing the financial statements are significant.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
JULY 31, 2010 AND 2009

**NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Cash equivalents

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

Fixed asset acquisitions

Fixed assets acquired by the Corporation are capitalized at cost and depreciated over their estimated useful lives on a straight-line method. It is the Corporation's policy to capitalize expenditures for these items in excess of \$5,000.

In-kind

In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Corporation during the current fiscal year.

**NOTE 2 - CASH**

The Corporation maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Corporation entered into an agreement with its principal banking partner to collateralize all deposits in excess of the FDIC insurance limitation. Therefore, as of July 31, 2010, there are no uninsured cash balances. It is the opinion of management that the solvency of the referenced financial institutions is not of particular concern at this time.

**NOTE 3 - OPERATING LEASES**

The Corporation leases various facilities throughout Hillsborough County under several operating leases. Total lease payments for the years ended July 31, 2010 and 2009 equaled \$727,660 and \$1,354,321, respectively.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2010:

2011	\$ -
2012	-
2013	-
2014	-
2015	-

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 4 - INVESTMENTS**

It is the Organization's policy to value investments at their fair value at the balance sheet date.

The investments of the Organization consisted of the following as of July 31,:

Description	2010				
	Cost	Fair Value	Fair value at reporting date		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant un-observable inputs (Level 3)
Equity securities	1,687,825	1,633,892	1,633,892	-	-
Total	<u>\$ 1,687,825</u>	<u>\$ 1,633,892</u>	<u>\$ 1,633,892</u>	<u>\$ -</u>	<u>\$ -</u>

Description	2009				
	Cost	Fair Value	Fair value at reporting date		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant un-observable inputs (Level 3)
Equity securities	1,461,477	1,260,698	1,260,698	-	-
Total	<u>\$ 1,461,477</u>	<u>\$ 1,260,698</u>	<u>\$ 1,260,698</u>	<u>\$ -</u>	<u>\$ -</u>

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

	2010	2009
Fair Value - August 1	\$ 1,260,698	\$ 1,919,051
Additions	200,001	-
Distributions	-	(400,000)
Realized gains (losses)	-	-
Unrealized gains (losses)	173,193	(258,353)
Fair Value - July 31	<u>\$ 1,633,892</u>	<u>\$ 1,260,698</u>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 5 - LONG-TERM DEBT**

Long-term debt consisted of the following as of July 31,:

<u>SNHS, Inc.</u>	<b>2010</b>	<b>2009</b>
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. \$2,255 of principal will be forgiven annually for a period of five years if SNHS can demonstrate the service objectives have been achieved.	\$ 11,275	\$ 13,530
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in monthly installments of \$3,349 including interest through 2030. Interest is at 4.000%.	440,000	-
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on Allds St. Nashua, NH, payable in monthly installments of \$1,789 including interest through 2011. Interest is at 7.500%.	56,030	72,578
Mortgage payable to bank, secured by real estate located on Pine St., Manchester, NH, payable in monthly installments of \$2,591 including interest through 2017. Interest is at 8.040%.	76,156	102,360
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$3,090 including interest through 2019. Interest is at 7.960%.	218,406	237,195
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in monthly installments of \$3,654 including interest through 2019. Interest is at 7.500%.	327,386	344,620

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 5 - LONG-TERM DEBT (CONTINUED)**

<u>Housing Corporations</u>	<u>2010</u>	<u>2009</u>
Mortgage payable between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 3,167,260	\$ 3,167,260
Mortgage payable between HUD and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$18,051 including interest through 2021. Interest is at 7.625%.	2,589,782	2,624,736
Mortgage payable between HUD and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$7,793 including interest through 2028. Interest is at 9.000%.	851,344	867,444
Mortgage payable between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	4,278,218	4,278,218
Mortgage payable between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,460,700	3,460,700
Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
Mortgage payable between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,841,617	2,841,617

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
JULY 31, 2010 AND 2009

NOTE 5 - LONG-TERM DEBT (CONTINUED)

	<u>2010</u>	<u>2009</u>
Mortgage payable between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 2,948,706	\$ 2,948,706
Mortgage payable between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	2,485,859	2,485,859
Mortgage payable between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,518,900	3,518,900
Mortgage payable between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Mortgage will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	2,966,900	2,966,900
Mortgage payable between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,410,181	2,410,181
Mortgage payable between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	4,412,500	4,412,500
Mortgage payable between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,720,923	1,720,923

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 5 - LONG-TERM DEBT (CONTINUED)**

	<b>2010</b>	<b>2009</b>
Mortgage payable between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 1,479,700	\$ 1,479,700
Mortgage payable between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,016,067	2,016,067
Mortgage payable between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,566,333	1,566,333
Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	450,000	450,000
Mortgage payable between HUD and SNHS Ashland Housing, Inc., secured by real estate located in Ashland, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,426,100	3,426,100
Mortgage payable between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,711,900	1,340,675

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JULY 31, 2010 AND 2009**

**NOTE 5 - LONG-TERM DEBT (CONTINUED)**

	<b>2010</b>	<b>2009</b>
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The advance is expected to be converted into a mortgage once construction has been completed. The mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>\$ 4,673,233</u>	<u>\$ -</u>
Total Long Term Debt	<u>\$ 55,370,476</u>	<u>\$ 49,018,102</u>
Current portion	\$ 163,091	\$ 132,209
Long-term portion	<u>55,207,385</u>	<u>48,885,893</u>
	<u>\$ 55,370,476</u>	<u>\$ 49,018,102</u>

Principal maturities for long-term debt for the five subsequent fiscal years from July 31, 2010, are as follows:

2011	\$ 163,091
2012	172,602
2013	168,435
2014	137,784

**NOTE 6 - RETIREMENT BENEFITS**

The Corporation has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Corporation contributes 10% of their wages. The pension expense for the years ended July 31, 2010 and 2009 was \$550,989 and \$510,030, respectively.

**NOTE 7 - INCOME TAXES**

The Corporation qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

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

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**INDEPENDENT AUDITORS' REPORT ON COMBINING INFORMATION**

April 29, 2011

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

Our report on our audit of the combined financial statements of Southern New Hampshire Services, Inc. for the year ended July 31, 2010 appears on page 1. This audit was made for the purpose of forming an opinion on the combined financial statements taken as a whole. The combining information in Schedules A and B, for the year ended July 31, 2010, has been subjected to the auditing procedures applied in the audit of the combined financial statements and is presented for the purposes of additional analysis of the combined financial statements rather than to present the financial position and activities of the individual corporations. Accordingly, we do not express an opinion on the financial position and activities of the individual corporations. However, in our opinion, the combined information in Schedules A and B, for the year ended July 31, 2010, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

## SCHEDULE A

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2010**

	10/15/30/40/50	105	110	120	
	SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly	SNHS Elderly Housing
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 882,937	\$ 4,976,879	\$ 52,388	\$ 113,776	\$ 18,714
Investments	92,528	1,541,364	-	-	-
Accounts receivable	2,565,580	112,697	8,404	7,106	2,207
Prepaid expenses	15,458	4,666	25,144	17,183	742
Fees receivable	-	69,454	-	-	-
Due from other corporations	1,747,774	2,341,829	-	-	-
Total current assets	5,304,277	9,046,889	85,936	138,065	21,663
<b>FIXED ASSETS</b>					
Land	219,849	696,443	2,898	166,890	58,991
Buildings and improvements	1,156,304	3,081,328	3,240,924	3,451,944	1,061,223
Vehicles and equipment	808,960	343,313	20,868	280,300	19,668
Total fixed assets	2,185,113	4,121,084	3,264,690	3,899,134	1,139,882
Less - accumulated depreciation	(989,111)	(1,865,168)	(784,298)	(2,043,034)	(593,676)
Net fixed assets	1,196,002	2,255,916	2,480,392	1,856,100	546,206
<b>OTHER ASSETS</b>					
Restricted cash	-	148,474	140,921	580,116	20,502
Miscellaneous other assets	-	-	-	161,934	-
Total other assets	-	148,474	140,921	742,050	20,502
<b>TOTAL ASSETS</b>	<b>\$ 6,500,279</b>	<b>\$ 11,451,279</b>	<b>\$ 2,707,249</b>	<b>\$ 2,736,215</b>	<b>\$ 588,371</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 40,620	\$ 1,485,917	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	-	412,482	2,889	4,456	765
Accrued compensated absences	-	521,115	-	-	-
Accrued other liabilities	148,281	-	5,186	15,561	13,145
Deferred revenue	3,018,253	-	882	5,609	417
Tenant security deposits	-	9,431	15,556	19,767	5,820
Due to other corporations	3,097,403	84,118	38,396	62,368	41,381
Current portion of long-term debt	2,255	106,727	-	36,630	17,479
Total current liabilities	6,306,812	2,619,790	62,909	144,391	79,007
<b>LONG-TERM DEBT, less current portion</b>	<b>449,020</b>	<b>741,251</b>	<b>3,167,260</b>	<b>2,553,152</b>	<b>833,865</b>
<b>TOTAL LIABILITIES</b>	<b>6,755,832</b>	<b>3,361,041</b>	<b>3,230,169</b>	<b>2,697,543</b>	<b>912,872</b>
<b>NET ASSETS</b>					
Unrestricted	(255,553)	8,090,238	(522,920)	38,672	(324,501)
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 6,500,279</b>	<b>\$ 11,451,279</b>	<b>\$ 2,707,249</b>	<b>\$ 2,736,215</b>	<b>\$ 588,371</b>

See accompanying independent auditors' report on combining information.

SCHEDULE A (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2010

	130	140	145	147	148
	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing VII	SNHS Elderly Housing VII Construction	OLPH II Construction
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 59,131	\$ 43,323	\$ 100	\$ 50	\$ -
Investments	-	-	-	-	-
Accounts receivable	885	-	-	-	-
Prepaid expenses	34,178	12,497	-	-	-
Fees receivable	-	-	-	-	-
Due from other corporations	-	-	-	21,505	-
Total current assets	<u>94,194</u>	<u>55,820</u>	<u>100</u>	<u>21,555</u>	<u>-</u>
<b>FIXED ASSETS</b>					
Land	311,653	75,801	-	662,211	307,501
Buildings and improvements	4,007,530	3,460,959	-	4,467,598	-
Vehicles and equipment	41,898	20,408	-	3,336	-
Total fixed assets	<u>4,361,081</u>	<u>3,557,168</u>	<u>-</u>	<u>5,133,145</u>	<u>307,501</u>
Less - accumulated depreciation	<u>(1,399,680)</u>	<u>(386,327)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net fixed assets	<u>2,961,401</u>	<u>3,170,841</u>	<u>-</u>	<u>5,133,145</u>	<u>307,501</u>
<b>OTHER ASSETS</b>					
Restricted cash	280,650	42,032	10,100	-	-
Miscellaneous other assets	-	-	-	-	-
Total other assets	<u>280,650</u>	<u>42,032</u>	<u>10,100</u>	<u>-</u>	<u>-</u>
<b>TOTAL ASSETS</b>	<b>\$ 3,336,245</b>	<b>\$ 3,268,693</b>	<b>\$ 10,200</b>	<b>\$ 5,154,700</b>	<b>\$ 307,501</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ -	\$ 481,467	\$ -
Accrued payroll and payroll taxes	3,277	-	-	-	-
Accrued compensated absences	-	-	-	-	-
Accrued other liabilities	5,421	5,421	-	-	-
Deferred revenue	-	-	-	-	-
Tenant security deposits	24,768	10,759	-	-	-
Due to other corporations	39,727	26,212	13,037	-	307,501
Current portion of long-term debt	-	-	-	-	-
Total current liabilities	<u>73,193</u>	<u>42,392</u>	<u>13,037</u>	<u>481,467</u>	<u>307,501</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>4,278,218</u>	<u>3,555,700</u>	<u>-</u>	<u>4,673,233</u>	<u>-</u>
<b>TOTAL LIABILITIES</b>	<u>4,351,411</u>	<u>3,598,092</u>	<u>13,037</u>	<u>5,154,700</u>	<u>307,501</u>
<b>NET ASSETS</b>					
Unrestricted	<u>(1,015,166)</u>	<u>(329,399)</u>	<u>(2,837)</u>	<u>-</u>	<u>-</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 3,336,245</b>	<b>\$ 3,268,693</b>	<b>\$ 10,200</b>	<b>\$ 5,154,700</b>	<b>\$ 307,501</b>

See accompanying independent auditors' report on combining information.

SCHEDULE A (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2010

	150	155	157	160	170
	SNHS Farmington Elderly Housing	SNHS Elderly Housing V	SNHS Elderly Housing V Construction	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 58,416	\$ 36,699	\$ -	\$ 29,339	\$ 49,452
Investments	-	-	-	-	-
Accounts receivable	1,543	586	6	339	655
Prepaid expenses	2,148	13,768	-	16,528	10,060
Fees receivable	-	-	-	-	-
Due from other corporations	-	-	6,533	-	-
Total current assets	62,107	51,053	6,539	46,206	60,167
<b>FIXED ASSETS</b>					
Land	267,538	150,000	-	126,045	286,801
Buildings and improvements	2,701,324	2,772,894	-	2,381,087	3,297,395
Vehicles and equipment	22,706	25,750	-	33,172	19,689
Total fixed assets	2,991,568	2,948,644	-	2,540,304	3,603,885
Less - accumulated depreciation	(919,212)	(330,200)	-	(966,238)	(1,014,362)
Net fixed assets	2,072,356	2,618,444	-	1,574,066	2,589,523
<b>OTHER ASSETS</b>					
Restricted cash	59,843	96,825	-	118,832	181,500
Miscellaneous other assets	-	-	-	-	-
Total other assets	59,843	96,825	-	118,832	181,500
<b>TOTAL ASSETS</b>	<b>\$ 2,194,306</b>	<b>\$ 2,766,322</b>	<b>\$ 6,539</b>	<b>\$ 1,739,104</b>	<b>\$ 2,831,190</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ 6,539	\$ -	\$ -
Accrued payroll and payroll taxes	2,926	2,564	-	-	-
Accrued compensated absences	-	-	-	-	-
Accrued other liabilities	17,831	24,837	-	-	5,421
Deferred revenue	117	-	-	1,232	480
Tenant security deposits	11,643	9,501	-	12,242	16,245
Due to other corporations	33,035	12,524	-	42,182	26,013
Current portion of long-term debt	-	-	-	-	-
Total current liabilities	65,552	49,426	6,539	55,656	48,159
<b>LONG-TERM DEBT, less current portion</b>	<b>2,841,617</b>	<b>2,948,706</b>	<b>-</b>	<b>2,485,859</b>	<b>3,518,900</b>
<b>TOTAL LIABILITIES</b>	<b>2,907,169</b>	<b>2,998,132</b>	<b>6,539</b>	<b>2,541,515</b>	<b>3,567,059</b>
<b>NET ASSETS</b>					
Unrestricted	(712,863)	(231,810)	-	(802,411)	(735,869)
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 2,194,306</b>	<b>\$ 2,766,322</b>	<b>\$ 6,539</b>	<b>\$ 1,739,104</b>	<b>\$ 2,831,190</b>

See accompanying independent auditors' report on combining information.

## SCHEDULE A (CONTINUED)

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2010**

	175	180	185	190	200
	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 51,884	\$ 59,760	\$ 38,004	\$ 41,963	\$ 17,737
Investments	-	-	-	-	-
Accounts receivable	1,454	8,028	65	2	2,604
Prepaid expenses	11,371	18,190	23,175	18,546	31,192
Fees receivable	-	-	-	-	-
Due from other corporations	-	-	-	-	-
Total current assets	<u>64,709</u>	<u>85,978</u>	<u>61,244</u>	<u>60,511</u>	<u>51,533</u>
<b>FIXED ASSETS</b>					
Land	7,420	7,898	163,377	118,481	16,000
Buildings and improvements	2,947,617	2,499,962	4,318,951	1,731,235	1,586,665
Vehicles and equipment	24,590	14,382	21,625	11,384	10,105
Total fixed assets	<u>2,979,627</u>	<u>2,522,242</u>	<u>4,503,953</u>	<u>1,861,100</u>	<u>1,612,770</u>
Less - accumulated depreciation	(528,158)	(684,085)	(502,552)	(570,562)	(482,442)
Net fixed assets	<u>2,451,469</u>	<u>1,838,157</u>	<u>4,001,401</u>	<u>1,290,538</u>	<u>1,130,328</u>
<b>OTHER ASSETS</b>					
Restricted cash	99,736	89,546	148,792	95,410	34,789
Miscellaneous other assets	-	-	-	-	-
Total other assets	<u>99,736</u>	<u>89,546</u>	<u>148,792</u>	<u>95,410</u>	<u>34,789</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,615,914</u>	<u>\$ 2,013,681</u>	<u>\$ 4,211,437</u>	<u>\$ 1,446,459</u>	<u>\$ 1,216,650</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	-	2,887	3,121	-	-
Accrued compensated absences	-	-	-	-	-
Accrued other liabilities	5,186	5,186	22,216	27,567	5,421
Deferred revenue	4,247	-	-	-	-
Tenant security deposits	11,644	11,360	17,503	8,501	4,101
Due to other corporations	18,571	42,593	18,930	27,541	44,923
Current portion of long-term debt	-	-	-	-	-
Total current liabilities	<u>39,648</u>	<u>62,026</u>	<u>61,770</u>	<u>63,609</u>	<u>54,445</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>2,966,900</u>	<u>2,410,181</u>	<u>4,412,500</u>	<u>1,720,923</u>	<u>1,479,700</u>
<b>TOTAL LIABILITIES</b>	<u>3,006,548</u>	<u>2,472,207</u>	<u>4,474,270</u>	<u>1,784,532</u>	<u>1,534,145</u>
<b>NET ASSETS</b>					
Unrestricted	<u>(390,634)</u>	<u>(458,526)</u>	<u>(262,833)</u>	<u>(338,073)</u>	<u>(317,495)</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,615,914</u>	<u>\$ 2,013,681</u>	<u>\$ 4,211,437</u>	<u>\$ 1,446,459</u>	<u>\$ 1,216,650</u>

See accompanying independent auditors' report on combining information.

## SCHEDULE A (CONTINUED)

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2010**

	210 Berwick Elderly	220 Greenfield Elderly	230 Ashland Elderly	232 Ashland Elderly	235 SNHS Elderly Housing VI
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 31,761	\$ 58,775	\$ 34,426	\$ 1	\$ 18,152
Investments	-	-	-	-	-
Accounts receivable	3,402	-	479	-	10,434
Prepaid expenses	7,391	14,250	5,728	-	5,068
Fees receivable	-	-	-	-	-
Due from other corporations	-	-	-	-	-
Total current assets	<u>42,554</u>	<u>73,025</u>	<u>40,633</u>	<u>1</u>	<u>33,654</u>
<b>FIXED ASSETS</b>					
Land	109,866	62,337	295,000	-	309,800
Buildings and improvements	1,931,807	1,954,227	2,994,796	13,125	2,575,556
Vehicles and equipment	14,732	20,286	45,171	-	20,356
Total fixed assets	<u>2,056,405</u>	<u>2,036,850</u>	<u>3,334,967</u>	<u>13,125</u>	<u>2,905,712</u>
Less - accumulated depreciation	(500,967)	(473,515)	(206,726)	-	(47,352)
Net fixed assets	<u>1,555,438</u>	<u>1,563,335</u>	<u>3,128,241</u>	<u>13,125</u>	<u>2,858,360</u>
<b>OTHER ASSETS</b>					
Restricted cash	50,368	104,851	414,941	-	20,515
Miscellaneous other assets	-	-	-	-	-
Total other assets	<u>50,368</u>	<u>104,851</u>	<u>414,941</u>	<u>-</u>	<u>20,515</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,648,360</u>	<u>\$ 1,741,211</u>	<u>\$ 3,583,815</u>	<u>\$ 13,126</u>	<u>\$ 2,912,529</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued payroll and payroll taxes	-	-	1,863	-	1,242
Accrued compensated absences	-	-	-	-	-
Accrued other liabilities	5,421	5,421	22,464	-	6,955
Deferred revenue	566	-	433	-	-
Tenant security deposits	7,719	6,520	8,891	-	5,056
Due to other corporations	13,598	28,022	18,897	13,126	46,548
Current portion of long-term debt	-	-	-	-	-
Total current liabilities	<u>27,304</u>	<u>39,963</u>	<u>52,548</u>	<u>13,126</u>	<u>59,801</u>
LONG-TERM DEBT, less current portion	<u>2,016,067</u>	<u>2,016,333</u>	<u>3,426,100</u>	<u>-</u>	<u>2,711,900</u>
<b>TOTAL LIABILITIES</b>	<u>2,043,371</u>	<u>2,056,296</u>	<u>3,478,648</u>	<u>13,126</u>	<u>2,771,701</u>
<b>NET ASSETS</b>					
Unrestricted	<u>(395,011)</u>	<u>(315,085)</u>	<u>105,167</u>	<u>-</u>	<u>140,828</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,648,360</u>	<u>\$ 1,741,211</u>	<u>\$ 3,583,815</u>	<u>\$ 13,126</u>	<u>\$ 2,912,529</u>

See accompanying independent auditors' report on combining information.

## SCHEDULE A (CONTINUED)

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF FINANCIAL POSITION**  
**JULY 31, 2010**

ASSETS	237			
	Housing VI	Sub-Total	Elimination	Totals
<b>CURRENT ASSETS</b>				
Cash	\$ -	\$ 6,673,667	\$ -	\$ 6,673,667
Investments	-	1,633,892	-	1,633,892
Accounts receivable	37,838	2,764,314	-	2,764,314
Prepaid expenses	-	287,283	-	287,283
Fees receivable	-	69,454	-	69,454
Due from other corporations	(9,903)	4,107,738	(4,096,646)	11,092
Total current assets	<u>27,935</u>	<u>15,536,348</u>	<u>(4,096,646)</u>	<u>11,439,702</u>
<b>FIXED ASSETS</b>				
Land	3,739	4,426,539	-	4,426,539
Buildings and improvements	93,898	57,728,349	-	57,728,349
Vehicles and equipment	-	1,822,699	-	1,822,699
Total fixed assets	<u>97,637</u>	<u>63,977,587</u>	<u>-</u>	<u>63,977,587</u>
Less - accumulated depreciation	-	(15,287,665)	-	(15,287,665)
Net fixed assets	<u>97,637</u>	<u>48,689,922</u>	<u>-</u>	<u>48,689,922</u>
<b>OTHER ASSETS</b>				
Restricted cash	-	2,738,743	-	2,738,743
Miscellaneous other assets	-	161,934	-	161,934
Total other assets	<u>-</u>	<u>2,900,677</u>	<u>-</u>	<u>2,900,677</u>
<b>TOTAL ASSETS</b>	<u>\$ 125,572</u>	<u>\$ 67,126,947</u>	<u>\$ (4,096,646)</u>	<u>\$ 63,030,301</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 125,572	\$ 2,140,115	\$ -	\$ 2,140,115
Accrued payroll and payroll taxes	-	438,472	-	438,472
Accrued compensated absences	-	521,115	-	521,115
Accrued other liabilities	-	346,941	-	346,941
Deferred revenue	-	3,032,236	-	3,032,236
Tenant security deposits	-	217,027	-	217,027
Due to other corporations	-	4,096,646	(4,096,646)	-
Current portion of long-term debt	-	163,091	-	163,091
Total current liabilities	<u>125,572</u>	<u>10,955,643</u>	<u>(4,096,646)</u>	<u>6,858,997</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>-</u>	<u>55,207,385</u>	<u>-</u>	<u>55,207,385</u>
<b>TOTAL LIABILITIES</b>	<u>125,572</u>	<u>66,163,028</u>	<u>(4,096,646)</u>	<u>62,066,382</u>
<b>NET ASSETS</b>				
Unrestricted	-	963,919	-	963,919
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 125,572</u>	<u>\$ 67,126,947</u>	<u>\$ (4,096,646)</u>	<u>\$ 63,030,301</u>

See accompanying independent auditors' report on combining information.

## SCHEDULE B

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF ACTIVITIES**  
**FOR THE YEAR ENDED JULY 31, 2010**

	SNHS, Inc.	10/15/30/40/50 SNHS Management Corporation	105 Rural Housing for the Elderly II Landing II	110 Rural Housing for the Elderly	120 SNHS Elderly Housing
<b>REVENUES</b>					
Grant/contract support	\$ 35,042,064	\$ -	\$ -	\$ -	\$ -
Program service fees	263,939	603,331	-	-	-
Local funding	171,856	-	-	-	-
Rental income	40,400	403,929	286,372	885,116	250,369
Gifts and contributions	328,338	3,183	-	-	-
Special events and activities	130,640	-	-	-	-
Memberships	62,622	-	-	-	-
Interest income	668	9,224	154	1,037	32
Unrealized gain (loss) on invest.	10,693	162,500	-	-	-
Rev. from commercial products	66,190	-	-	-	-
In-kind	1,116,492	-	-	-	-
Miscellaneous	702,026	466,153	11,089	32,199	2,921
<b>TOTAL REVENUES</b>	<b>37,935,928</b>	<b>1,648,320</b>	<b>297,615</b>	<b>918,352</b>	<b>253,322</b>
<b>EXPENSES</b>					
Program services:					
Child Development	6,295,743	-	-	-	-
Community Services	2,302,708	-	-	-	-
Economic and Workforce Dev.	10,374,648	-	-	-	-
Energy	14,432,976	-	-	-	-
Hispanic-Latino Com. Services	404,235	-	-	-	-
Housing and Homeless	72,385	-	-	-	-
Nutrition and Health	1,471,717	-	-	-	-
Special Projects	954,234	-	-	-	-
Volunteer Services	219,943	-	-	-	-
SNHS Management Corporation	-	1,147,200	-	-	-
Housing Corporations	-	-	389,219	914,528	259,961
Total program services	36,528,589	1,147,200	389,219	914,528	259,961
Support services:					
Management and general	1,498,709	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>38,027,298</b>	<b>1,147,200</b>	<b>389,219</b>	<b>914,528</b>	<b>259,961</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(91,370)</b>	<b>501,120</b>	<b>(91,604)</b>	<b>3,824</b>	<b>(6,639)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(164,183)</b>	<b>7,589,118</b>	<b>(431,316)</b>	<b>34,848</b>	<b>(317,862)</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (255,553)</b>	<b>\$ 8,090,238</b>	<b>\$ (522,920)</b>	<b>\$ 38,672</b>	<b>\$ (324,501)</b>

See accompanying independent auditors' report on combining information.

SCHEDULE B (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2010

	130	140	145	147	148
	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII	SNHS Elderly Housing, VII Construction	OLPH II Construction
<b>REVENUES</b>					
Grant/contract support	\$ -	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-	-
Local funding	-	-	-	-	-
Rental income	493,726	225,801	-	-	-
Gifts and contributions	-	-	-	-	-
Special events and activities	-	-	-	-	-
Memberships	-	-	-	-	-
Interest income	299	52	-	-	-
Unrealized gain (loss) on invest.	-	-	-	-	-
Rev. from commercial products	-	-	-	-	-
In-kind	-	-	-	-	-
Miscellaneous	16,119	5,832	-	-	-
<b>TOTAL REVENUES</b>	<b>510,144</b>	<b>231,685</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>					
Program services:					
Child Development	-	-	-	-	-
Community Services	-	-	-	-	-
Economic and Workforce Dev.	-	-	-	-	-
Energy	-	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-	-
Housing and Homeless	-	-	-	-	-
Nutrition and Health	-	-	-	-	-
Special Projects	-	-	-	-	-
Volunteer Services	-	-	-	-	-
SNHS Management Corporation	-	-	-	-	-
Housing Corporations	592,724	299,704	2,837	-	-
Total program services	592,724	299,704	2,837	-	-
Support services:					
Management and general	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>592,724</b>	<b>299,704</b>	<b>2,837</b>	<b>-</b>	<b>-</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(82,580)</b>	<b>(68,019)</b>	<b>(2,837)</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(932,586)</b>	<b>(261,380)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (1,015,166)</b>	<b>\$ (329,399)</b>	<b>\$ (2,837)</b>	<b>\$ -</b>	<b>\$ -</b>

See accompanying independent auditors' report on combining information.

SCHEDULE B (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2010

	150 SNHS Farmington Elderly Housing	155 SNHS Elderly Housing V	157 SNHS Elderly Housing V Construction	160 SNHS Elderly Housing II - Roberge	170 SNHS Elderly Housing III
<b>REVENUES</b>					
Grant/contract support	\$ -	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-	-
Local funding	-	-	-	-	-
Rental income	289,084	195,074	-	297,636	350,338
Gifts and contributions	-	-	-	-	-
Special events and activities	-	-	-	-	-
Memberships	-	-	-	-	-
Interest income	66	111	-	120	159
Unrealized gain (loss) on invest.	-	-	-	-	-
Rev. from commercial products	-	-	-	-	-
In-kind	-	-	-	-	-
Miscellaneous	9,294	5,322	-	8,545	9,063
<b>TOTAL REVENUES</b>	<b>298,444</b>	<b>200,507</b>	<b>-</b>	<b>306,301</b>	<b>359,560</b>
<b>EXPENSES</b>					
Program services:					
Child Development	-	-	-	-	-
Community Services	-	-	-	-	-
Economic and Workforce Dev.	-	-	-	-	-
Energy	-	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-	-
Housing and Homeless	-	-	-	-	-
Nutrition and Health	-	-	-	-	-
Special Projects	-	-	-	-	-
Volunteer Services	-	-	-	-	-
SNHS Management Corporation	-	-	-	-	-
Housing Corporations	346,448	281,713	-	388,586	387,113
Total program services	346,448	281,713	-	388,586	387,113
Support services:					
Management and general	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>346,448</b>	<b>281,713</b>	<b>-</b>	<b>388,586</b>	<b>387,113</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(48,004)</b>	<b>(81,206)</b>	<b>-</b>	<b>(82,285)</b>	<b>(27,553)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(664,859)</b>	<b>(150,604)</b>	<b>-</b>	<b>(720,126)</b>	<b>(708,316)</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (712,863)</b>	<b>\$ (231,810)</b>	<b>\$ -</b>	<b>\$ (802,411)</b>	<b>\$ (735,869)</b>

See accompanying independent auditors' report on combining information.

SCHEDULE B (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2010

	175	180	185	190	200
	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing
<b>REVENUES</b>					
Grant/contract support	\$ -	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-	-
Local funding	-	-	-	-	-
Rental income	294,378	260,681	262,091	204,167	164,791
Gifts and contributions	-	-	-	-	-
Special events and activities	-	-	-	-	-
Memberships	-	-	-	-	-
Interest income	111	106	137	67	47
Unrealized gain (loss) on invest.	-	-	-	-	-
Rev. from commercial products	-	-	-	-	-
In-kind	-	-	-	-	-
Miscellaneous	7,724	8,014	10,105	3,385	2,401
<b>TOTAL REVENUES</b>	<b>302,213</b>	<b>268,801</b>	<b>272,333</b>	<b>207,619</b>	<b>167,239</b>
<b>EXPENSES</b>					
Program services:					
Child Development	-	-	-	-	-
Community Services	-	-	-	-	-
Economic and Workforce Dev.	-	-	-	-	-
Energy	-	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-	-
Housing and Homeless	-	-	-	-	-
Nutrition and Health	-	-	-	-	-
Special Projects	-	-	-	-	-
Volunteer Services	-	-	-	-	-
SNHS Management Corporation Housing Corporations	348,720	326,969	383,967	230,751	194,928
Total program services	348,720	326,969	383,967	230,751	194,928
Support services:					
Management and general	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>348,720</b>	<b>326,969</b>	<b>383,967</b>	<b>230,751</b>	<b>194,928</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(46,507)</b>	<b>(58,168)</b>	<b>(111,634)</b>	<b>(23,132)</b>	<b>(27,689)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(344,127)</b>	<b>(400,358)</b>	<b>(151,199)</b>	<b>(314,941)</b>	<b>(289,806)</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (390,634)</b>	<b>\$ (458,526)</b>	<b>\$ (262,833)</b>	<b>\$ (338,073)</b>	<b>\$ (317,495)</b>

See accompanying independent auditors' report on combining information.

## SCHEDULE B (CONTINUED)

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**COMBINING SCHEDULE OF ACTIVITIES**  
**FOR THE YEAR ENDED JULY 31, 2010**

	210	220	230	232	235
	SNHS North Berwick Elderly Housing	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Ashland Elderly Housing Construction	SNHS Elderly Housing VI
<b>REVENUES</b>					
Grant/contract support	\$ -	\$ -	\$ -	\$ -	\$ 166,000
Program service fees	-	-	-	-	-
Local funding	-	-	-	-	-
Rental income	244,223	207,569	170,132	-	67,009
Gifts and contributions	-	-	-	-	-
Special events and activities	-	-	-	-	-
Memberships	-	-	-	-	-
Interest income	66	119	322	-	107
Unrealized gain (loss) on invest.	-	-	-	-	-
Rev. from commercial products	-	-	-	-	-
In-kind	-	-	-	-	-
Miscellaneous	5,544	3,658	5,815	-	26,191
<b>TOTAL REVENUES</b>	<b>249,833</b>	<b>211,346</b>	<b>176,269</b>	<b>-</b>	<b>259,307</b>
<b>EXPENSES</b>					
Program services:					
Child Development	-	-	-	-	-
Community Services	-	-	-	-	-
Economic and Workforce Dev.	-	-	-	-	-
Energy	-	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-	-
Housing and Homeless	-	-	-	-	-
Nutrition and Health	-	-	-	-	-
Special Projects	-	-	-	-	-
Volunteer Services	-	-	-	-	-
SNHS Management Corporation	-	-	-	-	-
Housing Corporations	276,937	227,958	262,940	-	118,479
Total program services	276,937	227,958	262,940	-	118,479
Support services:					
Management and general	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>276,937</b>	<b>227,958</b>	<b>262,940</b>	<b>-</b>	<b>118,479</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>(27,104)</b>	<b>(16,612)</b>	<b>(86,671)</b>	<b>-</b>	<b>140,828</b>
<b>NET ASSETS - AUGUST 1</b>	<b>(367,907)</b>	<b>(298,473)</b>	<b>191,838</b>	<b>-</b>	<b>-</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ (395,011)</b>	<b>\$ (315,085)</b>	<b>\$ 105,167</b>	<b>\$ -</b>	<b>\$ 140,828</b>

See accompanying independent auditors' report on combining information.

SCHEDULE B (CONTINUED)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2010

	237 SNHS Elderly Housing VI Construction	Sub-Total	Elimination	Totals
<b>REVENUES</b>				
Grant/contract support	\$ -	\$ 35,208,064	\$ -	\$ 35,208,064
Program service fees	-	867,270	-	867,270
Local funding	-	171,856	-	171,856
Rental income	-	5,592,886	-	5,592,886
Gifts and contributions	-	331,521	-	331,521
Special events and activities	-	130,640	-	130,640
Memberships	-	62,622	-	62,622
Interest income	-	13,004	-	13,004
Unrealized gain (loss) on invest.	-	173,193	-	173,193
Rev. from commercial products	-	66,190	-	66,190
In-kind	-	1,116,492	-	1,116,492
Miscellaneous	-	1,341,400	-	1,341,400
<b>TOTAL REVENUES</b>	<b>-</b>	<b>45,075,138</b>	<b>-</b>	<b>45,075,138</b>
<b>EXPENSES</b>				
Program services:				
Child Development	-	6,295,743	-	6,295,743
Community Services	-	2,302,708	-	2,302,708
Economic and Workforce Dev.	-	10,374,648	-	10,374,648
Energy	-	14,432,976	-	14,432,976
Hispanic-Latino Com. Services	-	404,235	-	404,235
Housing and Homeless	-	72,385	-	72,385
Nutrition and Health	-	1,471,717	-	1,471,717
Special Projects	-	954,234	-	954,234
Volunteer Services	-	219,943	-	219,943
SNHS Management Corporation	-	1,147,200	-	1,147,200
Housing Corporations	-	6,234,482	-	6,234,482
Total program services	-	43,910,271	-	43,910,271
Support services:				
Management and general	-	1,498,709	-	1,498,709
<b>TOTAL EXPENSES</b>	<b>-</b>	<b>45,408,980</b>	<b>-</b>	<b>45,408,980</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>-</b>	<b>(333,842)</b>	<b>-</b>	<b>(333,842)</b>
<b>NET ASSETS - AUGUST 1</b>	<b>-</b>	<b>1,297,761</b>	<b>-</b>	<b>1,297,761</b>
<b>DONATED CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET ASSETS - JULY 31</b>	<b>\$ -</b>	<b>\$ 963,919</b>	<b>\$ -</b>	<b>\$ 963,919</b>

See accompanying independent auditors' report on combining information.

# Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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

41 Bates Street  
Portland, Maine 04103

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

## ACCOUNTANTS' COMPILATION REPORT

April 29, 2011

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

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2010, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of schedules of activities, information that is the representation of management. We have not audited or reviewed the accompanying schedules of activities and, accordingly, do not express an opinion or any other form of assurance on them.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT**  
**FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
Headstart Program  
For the Period  
August 1, 2009 to July 31, 2010  
Fund # 305

	<u>Federal</u>	<u>State</u>	<u>Total</u>
<b>REVENUES</b>			
Program funding	\$ 2,569,734	\$ 62,061	\$ 2,631,795
Other revenue	98,339	-	98,339
In-kind	717,015	-	717,015
Allocated corporate unrestricted revenue	6,635	-	6,635
Total revenue	<u>3,391,723</u>	<u>62,061</u>	<u>3,453,784</u>
<b>EXPENSES</b>			
Payroll	1,519,032	62,061	1,581,093
Payroll taxes	149,051	-	149,051
Fringe benefits	349,363	-	349,363
Workers comp. insurance	16,368	-	16,368
Retirement benefits	62,379	-	62,379
Consultant and contractual	22,516	-	22,516
Travel and transportation	23,888	-	23,888
Conference and meetings	419	-	419
Occupancy	111,307	-	111,307
Advertising	1,069	-	1,069
Supplies	106,425	-	106,425
Equip. rentals and maintenance	4,232	-	4,232
Insurance	6,604	-	6,604
Telephone	22,168	-	22,168
Postage	2,000	-	2,000
Printing and publications	6,446	-	6,446
Subscriptions	-	-	-
Program support	-	-	-
Interest	-	-	-
Depreciation	2,282	-	2,282
Assistance to clients	3,750	-	3,750
Other direct expense	34,738	-	34,738
Miscellaneous	10,526	-	10,526
In-kind	717,015	-	717,015
Administrative costs	220,145	-	220,145
Total expenses	<u>3,391,723</u>	<u>62,061</u>	<u>3,453,784</u>
Excess of expenses over revenue	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
October 1, 2009 to July 31, 2010  
Fund # 630-10

**REVENUES**

Program funding	\$ 10,779,384
Other revenue	-
In-kind	-
Allocated corporate unrestricted revenue	-
Total revenue	<u>10,779,384</u>

**EXPENSES**

Payroll	400,025
Payroll taxes	39,127
Fringe benefits	92,570
Workers comp. insurance	1,057
Retirement benefits	14,843
Consultant and contractual	14,272
Travel and transportation	3,052
Conference and meetings	818
Occupancy	16,906
Advertising	30
Supplies	9,591
Equip. rentals and maintenance	-
Insurance	259
Telephone	15,837
Postage	18,163
Printing and publications	273
Subscriptions	-
Program support	-
Interest	-
Depreciation	8,476
Assistance to clients	10,085,076
Other direct expense	369
Miscellaneous	287
In-kind	-
Administrative costs	58,353
Total expenses	<u>10,779,384</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
LIHEAP Program  
For the Period  
August 1, 2009 to September 30, 2009  
Fund # 630-09

**REVENUES**

Program funding	\$ 258,399
Other revenue	14
In-kind	-
Allocated corporate unrestricted revenue	<u>28,508</u>
Total revenue	<u>286,921</u>

**EXPENSES**

Payroll	100,831
Payroll taxes	7,705
Fringe benefits	23,872
Workers comp. insurance	370
Retirement benefits	3,147
Consultant and contractual	25,366
Travel and transportation	2,913
Conference and meetings	165
Occupancy	14,251
Advertising	-
Supplies	43,200
Equip. rentals and maintenance	16,059
Insurance	-
Telephone	18,086
Postage	2,937
Printing and publications	1,842
Subscriptions	-
Program support	-
Interest	-
Depreciation	-
Assistance to clients	-
Other direct expense	3,273
Miscellaneous	42
In-kind	-
Administrative costs	<u>22,862</u>
Total expenses	<u>286,921</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
Weatherization Program  
For the Period  
April 1, 2010 to July 31, 2010  
Fund # 650-10

**REVENUES**

Program funding	\$ 119,218
Other revenue	-
In-kind	-
Allocated corporate unrestricted revenue	-
Total revenue	<u>119,218</u>

**EXPENSES**

Payroll	13,996
Payroll taxes	1,101
Fringe benefits	1,463
Workers comp. insurance	170
Retirement benefits	1,296
Consultant and contractual	97,236
Travel and transportation	59
Conference and meetings	-
Occupancy	-
Advertising	-
Supplies	30
Equip. rentals and maintenance	1,208
Insurance	-
Telephone	804
Postage	-
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	-
Assistance to clients	-
Other direct expense	-
Miscellaneous	-
In-kind	-
Administrative costs	1,855
Total expenses	<u>119,218</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
Weatherization Program  
For the Period  
August 1, 2009 to March 31, 2010  
Fund # 650-09

**REVENUES**

Program funding	\$ 203,533
Other revenue	-
In-kind	-
Allocated corporate unrestricted revenue	-
Total revenue	<u>203,533</u>

**EXPENSES**

Payroll	40,738
Payroll taxes	3,568
Fringe benefits	7,383
Workers comp. insurance	854
Retirement benefits	3,289
Consultant and contractual	130,145
Travel and transportation	135
Conference and meetings	-
Occupancy	2,071
Advertising	-
Supplies	499
Equip. rentals and maintenance	2,383
Insurance	3,067
Telephone	2,603
Postage	-
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	-
Assistance to clients	-
Other direct expense	90
Miscellaneous	-
In-kind	-
Administrative costs	6,708
Total expenses	<u>203,533</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

NH Workforce Opportunity Council  
Workforce Investment Act  
For the Period  
August 1, 2009 to July 31, 2010  
Fund # 975, 1000, 1005, 1010, 1015

**REVENUES**

Program funding	\$ 5,163,192
Other revenue	-
In-kind	-
Allocated corporate unrestricted revenue	-
Total revenue	<u>5,163,192</u>

**EXPENSES**

Payroll	524,240
Payroll taxes	45,722
Fringe benefits	46,567
Workers comp. insurance	1,441
Retirement benefits	44,762
Consultant and contractual	2,986,624
Travel and transportation	18,751
Conference and meetings	4,185
Occupancy	37,725
Advertising	-
Supplies	12,199
Equip. rentals and maintenance	3,636
Insurance	-
Telephone	7,306
Postage	1,586
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	6,949
Assistance to clients	1,419,468
Other direct expense	716
Miscellaneous	1,315
In-kind	-
Administrative costs	-
Total expenses	<u>5,163,192</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.  
SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT  
FOR THE YEAR ENDED JULY 31, 2010**

State of NH Governor's Office of Energy & Community Services  
Early Headstart Program  
For the Period  
August 1, 2009 to July 31, 2010  
Fund # 300

**REVENUES**

Program funding	\$ 969,426
Other revenue	13,127
In-kind	286,021
Allocated corporate unrestricted revenue	24,736
Total revenue	<u>1,293,310</u>

**EXPENSES**

Payroll	505,448
Payroll taxes	45,042
Fringe benefits	85,691
Workers comp. insurance	4,537
Retirement benefits	25,869
Consultant and contractual	2,009
Travel and transportation	3,361
Conference and meetings	-
Occupancy	86,376
Advertising	729
Supplies	104,816
Equip. rentals and maintenance	2,699
Insurance	1,068
Telephone	8,372
Postage	76
Printing and publications	425
Subscriptions	-
Program support	-
Interest	-
Depreciation	22,525
Assistance to clients	-
Other direct expense	20,182
Miscellaneous	5,317
In-kind	286,021
Administrative costs	82,747
Total expenses	<u>1,293,310</u>

Excess of expenses over revenue	<u>\$ -</u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
**SCHEDULE OF REVENUES AND EXPENSES – BY CONTRACT**  
**FOR THE YEAR ENDED JULY 31, 2010**

Electric Energy Assistance

For the Period  
 August 1, 2009 to July 31, 2010  
 Fund # 665

**REVENUES**

Program funding	\$ 429,871
Other revenue	471,223
In-kind	-
Allocated corporate unrestricted revenue	5,889
Total revenue	<u>906,983</u>

**EXPENSES**

Payroll	242,528
Payroll taxes	23,622
Fringe benefits	45,734
Workers comp. insurance	654
Retirement benefits	7,009
Consultant and contractual	11,215
Travel and transportation	1,890
Conference and meetings	50
Occupancy	18,821
Advertising	30
Supplies	13,984
Equip. rentals and maintenance	1,742
Insurance	260
Telephone	9,954
Postage	18,535
Printing and publications	-
Subscriptions	-
Program support	-
Interest	-
Depreciation	2,944
Assistance to clients	-
Other direct expense	190
Miscellaneous	134
In-kind	-
Administrative costs	36,464
Total expenses	<u>435,760</u>

Excess of expenses over revenue	<u><u>\$ 471,223</u></u>
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See accompanying accountants' compilation report.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

PO Box 5040, Manchester, NH 03108 - (603)668-8010

*The Community Action Agency for Hillsborough and Rockingham Counties*

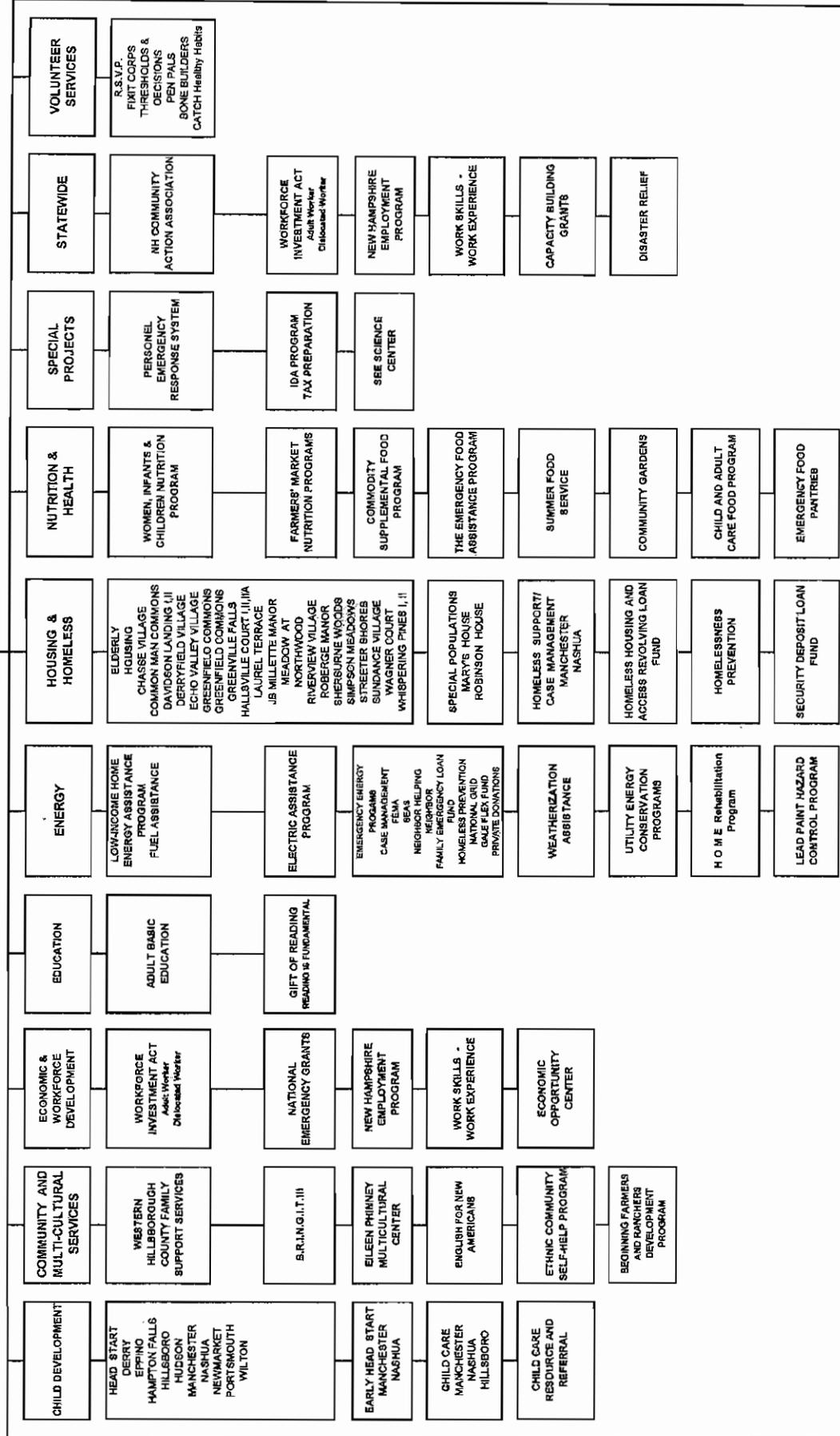
**BOARD OF DIRECTORS ~ FEBRUARY 2012**

<b>Public Sector</b>	<b>Private Sector</b>	<b>Low Income Sector</b>	<b>HS Policy Council</b>
<p><b>Representing Manchester</b>  <b>Lou D'Allesandro</b>                      332 St. James Avenue                      Manchester, NH 03102                      NH State Senator                      Home: 669-3494                      Work: 271-2117</p> <p><b>Peter Ramsey</b>                      418 North Gate Road                      Manchester, NH 03104                      NH State Representative                      Hillsborough-District 08                      Home: 668-9702</p> <p><b>Representing Nashua</b>  <b>Constance J. Erickson, Treasurer</b>                      13 April Drive                      Nashua, NH 03060                      Representing Shirley Santerre                      (Clerk of Ward 4 Nashua)                      Home: 888-0431                      Work: 595-1925</p> <p><b>Arthur T. Craffey, Jr.</b>                      109 Vine Street                      Nashua, NH 03060                      Alderman, City of Nashua                      Home: 595-2649</p> <p><b>Representing Towns</b>  <b>Thomas Mullins</b>                      33 East Road                      Greenfield, NH 03047                      Greenfield Town Moderator                      Home: 547-2362                      Work: 357-9806</p> <p><b>Linda T. Foster</b>                      3 Blood Road                      Mont Vernon, NH 03057                      Representing Howard Brown                      (Secretary, Souhegan Cooperative                      School Board)                      Home: 673-6104</p> <p><b>Representing Rockingham County</b>  <b>Donna Schlachman</b>                      2 Langdon Avenue                      Exeter, NH 03833                      NH State Representative                      Rockingham-District 13                      Home: 772-4934</p> <p><b>Jill McLaughlin</b>                      98 Lady Slipper Lane                      Chester, NH 03036                      Representing Denise Neale                      (Town Clerk/Derry, NH)                      Home: 490-7695                      Work: 432-6753</p>	<p><b>Representing Manchester</b>  <b>German J. Ortiz</b>                      Term: 9/09-9/12                      8 Reverend Houston Drive                      Bedford, NH 03110                      Hispanic/Latino Community Services                      Home: 471-0753                      Work: 668-5100</p> <p><b>Sarah Jacobs</b>                      Term: 9/11-9/14                      1465 Hooksett Road, #267                      Hooksett, NH 03106                      Southern NH University                      Home: (617)877-2769                      Work: (603)314-7965</p> <p><b>Representing Nashua</b>  <b>Dolores Bellavance, Vice-Chairman</b>                      Term: 9/09-9/12                      3 Denise Street                      Nashua, NH 03063                      United Way, Nashua                      Home: 882-9528</p> <p><b>Wayne R. Johnson</b>                      Term: 9/09-9/12                      17 Valhalla Drive                      Nashua, NH 03062                      National Association for the                      Advancement of Colored People                      Home: 882-7921</p> <p><b>Representing Towns</b>  <b>Richard Delay, Sr., Chairman</b>                      Term: 9/09-9/12                      74 Dodge Street                      Bennington, NH 03442                      NH Grocers Association                      Home: 588-2470</p> <p><b>Mary M. Moriarty, Secretary</b>                      Term: 9/09-9/12                      62 Coventry Ct.                      P. O. Box 2                      Merrimack, NH 03054                      St. John Newmann Church                      Home: 424-5685</p> <p><b>Representing Rockingham County</b>  <b>Thomas Meissner</b>                      Term: 9/11-9/14                      133 Islington Street                      Portsmouth, NH 03801                      Unitil                      Home: 436-7479</p> <p><b>Dan McKenna</b>                      Term: 12/11-9/14                      1331 Fairway Drive                      Derry, NH 03038                      Home: 490-1381                      Representing Mark Buttaro                      (Committee Chair, Troup 402                      Boys Scouts of America/ Derry, NH)</p>	<p><b>Representing Manchester</b>  <b>James Brown</b>                      Term: 9/09-9/12                      325 Beaver Street                      Manchester, NH 03104                      Home: 669-3922</p> <p><b>Nancy Guthrie</b>                      Term: 6/10-9/12                      49 Appleton Street                      Manchester, NH 03104                      Home: 860-8036</p> <p><b>Representing Nashua</b>  <b>Janet Allard</b>                      Term: 9/11-9/14                      76 Temple Street, Apt. 107                      Nashua, NH 03060                      Home: 889-0328</p> <p><b>Barbara Leuci</b>                      Term: 9/11-9/14                      145 Ledge Street, #213                      Nashua, NH 03060                      Home: 493-5352</p> <p><b>Representing Towns</b>  <b>Leo G. Sauve, Sr.</b>                      Term: 9/10-9/13                      1 North Mast Street                      Goffstown, NH 03045                      Home: 497-4758</p> <p><b>Martha Verville</b>                      Term: 9/10-9/13                      5 Wyman Road                      New Ipswich, NH 03071                      Home: 878-0692</p> <p><b>Representing Rockingham County</b>  <b>Jennifer O'Neil</b>                      Term: 9/11-9/13                      10 Roberts Drive                      Hampton, NH 03842                      Home: 601-6454</p> <p>* Vacant Position</p>	<p><b>Julie Stokes</b>                      Term: 12/11-12/13                      214 Chase Grove                      Derry, NH 03038</p>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

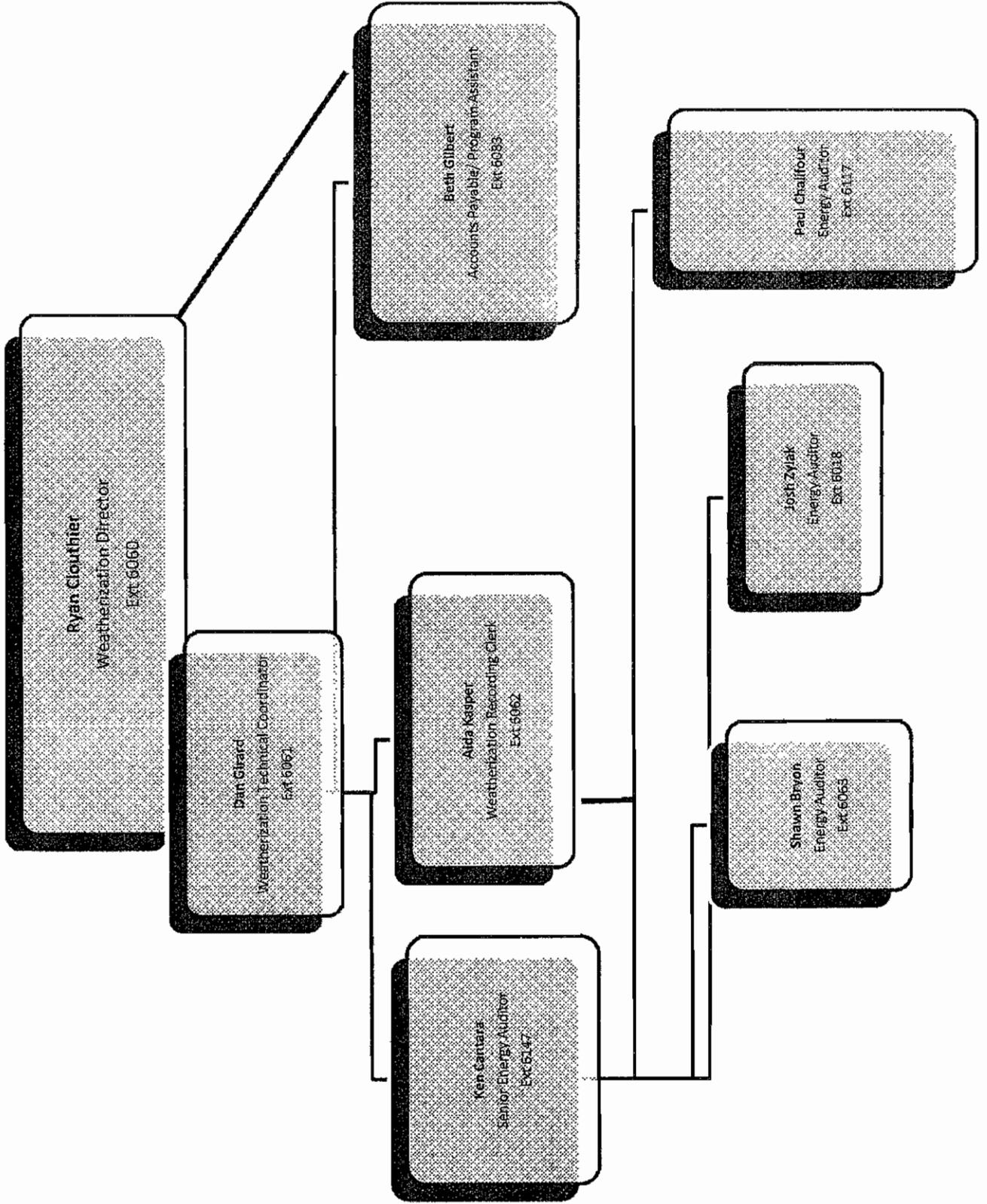
40 Pine Street  
Manchester NH 03103

**SNHS BOARD OF DIRECTORS**



# Weatherization Department Hierarchy

February 23, 2012



**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
*The Community Action Agency for Hillsborough County*

Mailing Address: PO Box 5040, Manchester, NH 03108  
160 Silver Street, Manchester, NH 03103  
Telephone: (603) 668-8010 Fax: (603) 622-7731  
[www.snhs.org](http://www.snhs.org)

**SNHS Key Personnel Salaries**

<u>NAME</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>
Gale F. Hennessy	Executive Director	\$165,001.00
Michael O'Shea	Deputy Director/ Fiscal Officer	\$118,009.00
Deborah Gosselin	Program Operations Director	\$94,494.00
Ryan Clouthier	Weatherization Director	\$73,164.00

GALE F. HENNESSY  
8 Weymouth Drive  
Bedford, New Hampshire 03110

EXPERIENCE

January 1976 - Present

**CEO & Executive Director - Southern New Hampshire Services, Inc.  
Community Action Agency for Hillsborough County, NH**

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

*State, Regional and National Activities:*

President - NH Community Action Association - 1981 - Present

Representative of the State of New Hampshire on the Executive Committee of the New England Community Action Association - 1976 - Present

Representative of the New England Community Action Association to the Board of Directors of the National Community Action Partnership -- 1978 - Present

Chairman of the New England Community Action Association Conference Committee - 1975 - 1988

Member - Board of Directors, CAPLAW -- 1994 - Present

January 1968 - 1976

**Deputy Director - Southern New Hampshire Services, Inc.**

Responsible for overall Agency administration, including fiscal, program development and implementation, evaluation, grants development, public relations coordination, liaison with community groups, public and private agencies as well as interaction with advisory committees and the Board of Directors.

March 1967 - 1968

**Operation HELP Director**

Responsible for operating the largest self-help, information referral and direct service program funded by OEO in Hillsborough County, Operation HELP including staff direction, program implementation and development, grants development, and coordination of Board of Directors as well as evaluation of the needs of the poor of Hillsborough County.

- 1967            **Acting Director Operation HELP**  
Responsible for implementation of the first OEO funded local initiative program in Hillsborough County, Operation HELP. Participated in the concept, design and implementation of this first anti-poverty activity. Established the first outreach office in Milford, followed by a second office in Nashua. Participated in the recruitment, selection and training of the original Operation HELP staff. Supervised the staff in contacting of local officials, OEO outreach activities as well as establishing mini-offices in the twenty-nine towns of Hillsborough County.
- 1964 - 1965    **Assistant Principal, Wilton High School**  
Responsible for the administration of a medium size New Hampshire high school including scheduling, curriculum development, audio-visual program development, and overall educational administration.
- 1962 -1966    **Chairman, Social Studies Department, Wilton High School**  
Responsible for the overall supervision of the Social Studies Department including curriculum design and implementation of modern educational techniques, staff coordination and evaluation of the entire social studies department.
- Teacher-Coach, Wilton High School**  
Responsible for developing social studies curriculum grades 8 - 12 as well as implementation of modern educational techniques. Served as coach for baseball and basketball teams as well as coordination and scheduling of those and other athletic events.
- 1961-1962    **Teacher and Assistant Principal, Cornish School**  
Responsible for school administration, recreation and athletic programs, discipline throughout the educational complex, class scheduling and supervision of staff members. Worked with staff and local school board on updating curriculum, evaluation and assessing current staff.

## EDUCATION

Graduated Peterborough, NH High School 1956  
BA Degree in Government, University of New Hampshire 1961  
Graduate Work: University of New Hampshire and Keene State College  
Certified Community Action Professional – Community Action Partnership 1993

AFFILIATIONS.

New England Community Action Association - Member, Board of Directors  
Community Action Partnership - Member, Board of Directors  
New Hampshire Community Action Association - President  
CAPLAW, Inc. - Member, Board of Directors

MICHAEL O'SHEA  
280 Smyth Road  
Manchester, NH 03104

## EXPERIENCE

- 1976 - Present      **Southern New Hampshire Services, Inc.**  
**Community Action Agency for Hillsborough County, N H**  
**Fiscal Officer / Deputy Director**  
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976      **Accountant**  
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.  
  
Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974      **Social Worker**  
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973      **Jordan Marsh, Portland, Maine**  
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

## EDUCATION

- 1972 - 1974      **New Hampshire College, Manchester, NH**  
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972      **Andover Institute of Business, Portland, Maine**  
A. S. Accounting. Major courses in Accounting and Math.

## **DEBORAH A GOSSELIN**

280 Smyth Road  
Manchester, NH 03104

**Home Phone:** (603) 669-9141  
**Email:** debbie@snhs.org

### **EXPERIENCE**

#### **Southern New Hampshire Services, Inc., (1979 – Present) Manchester, NH**

##### **Director of Program Operations (1997 – Present)**

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

##### **Head Start/Child Development Director (1994 – 1997)**

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

##### **Family Services Director (1982 – 1994)**

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

##### **Field Coordinator (1980 – 1983)**

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

##### **Community Liaison (1979 – 1983)**

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

##### **Head Start Lead Teacher/Family Coordinator (1977 – 1979)**

###### **Nashua and Manchester, NH**

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

## EDUCATION & TRAINING

- Bachelor of Science, Early Childhood Education – Cum Laude  
University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business  
Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training  
Rivier College, Nashua, NH  
Perspectives of Parenting and Multi-culturism
- NH Office of Alcohol and Drug Prevention  
Life Balance and Stress Solutions  
National Business Women's Leadership Association  
National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH  
Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH  
Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention  
Parenting Conference

## COMMUNITY INVOLVEMENT/RECOGNITIONS

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461  
Served as Sub-committee – Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

## COMMUNITY INVOLVEMENT PAST

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International

Ryan Clouth  
43 Karacull Ln  
Pittsfield, NH 03263  
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## **OBJECTIVE**

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

## **WORK HISTORY**

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

*Weatherization Director:* Responsible for coordination, implementation, budgeting, overall supervision and management of weatherization program funded by Department of Energy, Keyspan, Public Service company of New Hampshire, City of Manchester, and National Grid.

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

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

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

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

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

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

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

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

### *1997-2000: MVP Sports*

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

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

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

## **EDUCATION**

2000 - NH Community Technical College (Evening classes)

1994-1998: Dover High School

1989-1994: Barrington Middle School

1985-1989: Barrington Elementary School

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

## **COMPUTER SKILLS**

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