

CSG



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

89

March 3, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to amend an existing grant agreement (PO#1097645) with the Coos County Sheriff's Office (VC#177270 B008) Lancaster, NH, by increasing the grant limitation by \$20,000, from \$86,313.90 to \$106,313.90, to reduce the instance of crimes and illicit activity near the Canadian border. The grant agreement was originally approved by the Governor and Executive Council on January 31, 2024, item #127. Effective upon Governor and Council approval through June 30, 2025. **100% General Funds**

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-234010-63690000 Dept. of Safety – Division of State Police – Northern Border Alliance Prog  
073-500580 Grants-Non-Federal – Grant to Local Gov't

SFY 2025  
\$20,000

### EXPLANATION

The purpose of this grant agreement is to support activities that focus on reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area. Allowable costs under this grant include reimbursing grantees for law enforcement overtime (or straight time for part-time law enforcement above normally scheduled hours), employer share of benefits, and mileage which are a direct result of participating in grant-related activities. Allowable grant related activities include completion of in-person training and law enforcement activity occurring within the northern border alliance patrol area.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

Grant Agreement with the Coös County Sheriff's Office  
Northern Border Alliance Grant Program  
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 29<sup>th</sup> day of January 2025 is by and between the State of New Hampshire, acting by and through its Department of Safety (hereinafter referred to as the State) and the Coös County Sheriff's Office acting by and through the High Sheriff, Keith Roberge, (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 31, 2024, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Grant Limitation as set forth in sub-paragraph 1.8 shall be changed from \$86,313.90 to **\$106,313.90.**

All other conditions outlined in the contract shall remain in effect.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

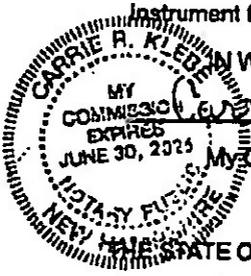
IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

By [Signature]  
Keith Roberge, High Sheriff  
Coos County Sheriff's Office

STATE OF NEW HAMPSHIRE  
COUNTY OF Coos

On this the 12<sup>th</sup> day of February, before the undersigned officer, personally appeared Keith Roberge who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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



My Commission Expires: 6-30-2026

STATE OF NEW HAMPSHIRE  
Department of Safety  
By: [Signature]  
Robert Quirk

Approved by Attorney General this 21<sup>st</sup> day of 2025, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL  
[Signature]



**Coös County**

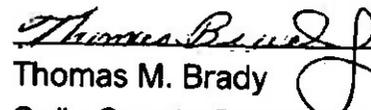
P.O. Box 310  
West Stewartstown, N.H. 03597

### CERTIFICATE OF AUTHORITY

I, Chairman Thomas M. Brady, of the Coös County Commissioners Office do hereby certify that:

1. The Coös County Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Safety on February 12, 2025;
2. The Coös County commissioners further authorized the High Sheriff to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. This authority remains valid for (30) days from the date of this Certificate of Authority; and
5. The following now occupies the office indicated above:  
High Sheriff Keith Roberge

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Coös County Commissioners Office on this 12th day of February 2025.

  
Thomas M. Brady  
Coös County Commissioners Office

COÖS COUNTY COMMISSIONERS  
REGULAR MEETING  
Coös County Administrative Offices  
34 County Farm Road, Stewartstown - NH  
February 12, 2025

Present: Commissioners Thomas Brady, Raymond Gorman, Robert Théberge; County Administrator Mark Brady; Superintendent of Corrections Ben Champagne; Director of Finance Carrie Klebe; Nursing Hospital Administrator Laura Mills; Nursing Home Administrator Louise Belanger; HR Coordinator Morgan DeBlois; Sheriff Keith Roberge; Ericka Canales (*remote*); Pam Urban-Morin (*remote*); Representative Peter Morency; Gene Drouin, DEA NH Supervisor; Ray Berthiaume, UNH Cooperative Extension; Scott DeBlois & Keith Robinson, Coös County Conservation District; Administrative Assistant Linda Harris; Bob Gargano; Barbara Tetreault and Maura Chappell.

1. Commissioner Brady called the meeting to order at 9:07 a.m. and welcomed everyone. The Pledge of Allegiance was led by Commissioner Raymond Gorman.
2. Approval of the Agenda: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to amend the agenda to include a nonpublic under RSA 91-A:3, II(b) and to approve the agenda, as amended. The motion was approved 3-0.
3. Approval of the Minutes of the January 8, 2025, regular meeting and the January 15, 2025, special meeting, as distributed. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the minutes of the January 8, 2025, regular meeting and the January 15, 2025, special meeting, as distributed. The motion was approved 3-0.
4. Approval of Payrolls & Disbursements for January and authorization during the month of February to meet all payroll obligations and pay all other obligations due during the month: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the Payrolls & Disbursements for January and authorization during the month of February to meet all payroll obligations and pay all other obligations due during the month. The motion was approved 3-0.
5. Correspondence: The County Administrator noted that an invitation was received for the Androscoggin Valley Chamber Annual Dinner & Meeting. The Board requested a table.
6. Hearing of the public:
  - a. Gene Drouin, DEA NH Supervisor introduced himself to the Board. He supervises one of the drug task forces in New Hampshire. He noted that fentanyl is the greatest threat in NH. However, "meth" is the most recent threat. From 2021 to now, 90 people have been arrested, federally. Overdose deaths have decreased in the North Country. The task force provides local police departments with technical assistance when they are asked.

Commissioner Théberge stated that the county is willing to assist with cost and asked what is needed. Agent Drouin replied to the salary of a new DEA agent for this area in the amount of \$60,000. Sheriff Roberge replied that Chief Rella is looking at different towns in Coös County to assist with this request. The County Administrator inquired if the funding would be through the County or the Town of Colebrook? Sheriff Roberge replied that he will not know until the Governor's budget is released. He continued that this area needs to be proactive.

- b. Sheriff Keith Roberge reported that the Sheriff's Department received an additional \$20,000 through the Northern Borders Alliance which requires Board approval. A certificate of authority was presented. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve and to authorize the Chair to sign on the Board's behalf.

#### CERTIFICATE OF AUTHORITY

I, Chairman Thomas M. Brady, of the Coös County Commissioners Office do hereby certify that:

1. The Coös County Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Safety on February 12, 2025;
2. The Coös County Commissioners further authorized the High Sheriff to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. This authority remains valid for (30) days from the date of this Certificate of Authority; and
5. The following now occupies the office indicated above:

High Sheriff Keith Roberge

- c. Coös County Conservation District Scott DeBlois & Keith Robinson were in attendance to verify the status of the funding for the Conservation District. The County Administrator replied that the December proposed budget included \$137,000 of which half were grant funds. He said that considering the resignations of the one full time employee and the part time employee, the County was going to budget \$50,000 for the District and the Country would continue to work with securing grant funding, which has been identified. He reiterated that the objective is to get the Conservation District off county tax through grant funds. Mr. DeBlois inquired what would happen if there was no grant funding. Chairman Brady replied that the Coös County Board will have the District's back. Commissioner Gorman added that the Board believes in this program. He urged Mr. DeBlois and Mr. Robinson to work and build a relationship with the county.

7. Report of the County Administrator Mark A. Brady: The written report that was submitted to the Board in advance of the meeting was as follows.

## COÖS COUNTY

- a. Governor Ayotte nominated Keith Robinson of Pittsburg to the Connecticut Lakes Headwaters Citizens Committee to replace Harry Brown. He now must be approved by the Executive Council. The Commissioners had written a letter of support for Mr. Robinson.
- b. Commissioner Gorman and the Administrator testified in front of the House Resources, Recreation and Development Committee in support of HB 127. Representative Ouellet is the prime sponsor of the legislation which extends the closing date of the OHRV trails on the Connecticut Lakes Headwaters property from September 30 to Columbus Day. This is the only section of the trail system in the state that closes before Columbus Day. The bill was favorably voted out of committee. This deprives the state and local economy of nearly \$20 million in economic activity. Representatives Durkin, Tierney, Korzen and Senator Rochefort are co-sponsors.
- c. Commissioners Gorman and Théberge testified in front of the Senate Executive Departments and Administration Committee in support of SB 180. Senator Rochefort is the prime sponsor of the legislation which designates Coös County as a distressed place-based economy, which will help the county when securing federal grants. The Administrator drafted the Commissioners letter of support.
- d. Commissioner Gorman and the Administrator attended a meeting with new Congresswoman Maggie Goodlander at the Berlin and Coös County Historical Society's Berlin Falls House Museum. The Congresswoman was touring the area and facilitated an in-depth discussion on economic development with various north country business and political leaders. North Country Growers provided insight into their successes, and it was a candid discussion of the economic and cultural history of the county and the challenges it is currently facing. The County would like to thank the Congresswoman for her time and interest in understanding the challenges faced by Coös and looks forward to working with her.
- e. Commissioner Brady and the Administrator met with the NH Department of Business and Economic Affairs -- Jeanne Forrester (Director of Intergovernmental Affairs), Lee Ann Moynihan (Housing Finance Specialist), and Ian Davis (Northern Borders Regional Commission Program Manager) to hear the "BEA Road Show" which explains how various BEA programs could help Coös. It was an informative and productive discussion and will be ongoing.
- f. Negotiations with SEA Local 1984 Coös County Chapter 53 have concluded, and the agreement was ratified by its members. The Agreement must now be approved by the Commissioners. The Administrator would like to thank his negotiating team - Superintendent Champagne and HR Director DeBlois - for their efforts as this process started the first week of September 2024.
- g. Grants is working with Senator Shaheens' office on CDS opportunities for the Sheriff's Department and CCNH. It is also working on the final two ARPA projects at CCNH and the RFP for the window installation needs Commissioner approval. Additionally,

two responses were received for the hazard mitigation study, which have been scored and a recommendation made for Commissioner ratification.

- h. The County Administrator reported that he and Commissioner Gorman testified on behalf of Representative Davis's bill relating to timber taxes. Aurora is questioning the taxing of standing timber. This will be discussed further at the February 21<sup>st</sup> meeting. He stated that 28% of the Unincorporated Places budgets rely on timber taxes.
- i. The County Administrator noted that the Commissioners will need to discuss and decide what to do with Cost of Living (COLAs) moving forward. The HR Coordinator mentioned that COLAs are rolled into the base line schedule which is causing some positions to be too high. Chairman Brady asked that staff continue to work on this and report to the Board.
- j. At the meeting, the County Administrator held a brief discussion on economic development in Coös County. He noted that everyone is complaining about property taxes as many of the towns are going through revaluations and locals are being priced out.

Chairman Brady noted that cutting costs is one side of the equation with revenue being the other. He said that the county's tax base is under assault. The County Administrator stated that the economic development strategy is a practical plan focusing on those industries and activities that can generate real results. Chairman Brady said that the County has a broad purview that the individual chambers do not possess, and the County can act as a facilitator and force multiplier to their efforts. It was for that reason that the County funded North Country Broadband effort.

The Chairman said that the state benefits from the million visitors a year that come to Coös - Mt. Washington is the most visited place in the state - but does not let the county keep its fair share of the tax revenue generated. Further, the County has historically been more than just tourism with a robust timber and manufacturing sector that provided stable, good paying jobs that could support families. The decisionmakers down south, however, have a simplistic view of the North Country as solely tourism. This kind of thinking is not helpful for the region and ultimately the state. He noted that the North Country's economy is not as diversified and dynamic as it was 25 years ago much less 50 and 75 years ago. For all those reasons, the Commissioners wanted to fund an economic development strategy because what is being done is not good enough. The economic development strategy should be completed in the May-June timeframe.

Ericka Canales added that agencies have stated that a report is needed because Coös is not understood as its own distinct entity but rather is combined with Grafton and Carroll thereby creating a tri-county understanding. This is not helpful.

Chairman Brady continued that Concord needs to know what Coös does and its issues. He questioned if a Governor & Council meeting could be scheduled in the North Country.

UNINCORPORATED PLACES

- a. Transportation and tuition figures were revised for the 2025 budget to reflect the new IRS milage schedule.
  - b. The tax collector prepared, completed and submitted MS-61s for all Unincorporated Places.
  - c. The Planning Board members met Resilience Planning staff at the board’s January meeting.
  - d. There will be no Planning Board meeting in February as there is no business to address.
  - e. The Chairman of the Zoning Board of Adjustment resigned.
  - f. Commissioner Brady and the County Administrator had a conference call with counsel to discuss Granite Reliable Power’s Decommissioning Plan and Financial Assurance.
8. Report of the Superintendent of Corrections Ben Champagne. The written report that was submitted to the Board in advance of the meeting was as follows:

HOUSE OF CORRECTIONS	7
PRETRIAL	9
NH STATE PRISON INMATES	0
OTHER COUNTY INMATES	0
TOTAL IN FACILITY	16
ELECTRONIC MONITORING PROGRAM	0
WORK RELEASE PROGRAM	0
FURLOUGH	0
HELD AT OTHER FACILITIES HOC= HOUSE OF CORRECTIONS PT= PRETRIAL	GRAFTON DOC: 2 PT FEMALE, 3 PT MALE NIISP: 3 PT MALE, 1 HOC MALE MILLSBOROUGH DOC: 1 PT MALE
TOTAL POPULATION	26
AVERAGE DAILY POPULATION JANUARY	10
MALE DAYS SERVED IN FACILITY JANUARY	310
FEMALE DAYS SERVED JANUARY	75 (FEMALES)
FEDERAL INMATE DAYS JANUARY	0
TOTAL INMATES BOOKED JANUARY	26
TOTAL INMATES RELEASED JANUARY	24

- a. The percentage of Opioid Use Disorders (OUD’s) and Substance Use Disorders (SUD’s) among new intakes continues to be very high= 71% of new inmates were identified as having an OUD/ SUD during the month of December.
- b. Captain Rella and Superintendent Champagne met with representatives from the Above the Notch Adult (ATN) Learning Center on January 7, 2025. ATN will be facilitating adult education to include Hi-Set (formerly GED) and CTE opportunities. ATN has funding to leverage to avoid taxpayer burden.
- c. Superintendent Champagne met with Securix representative Sherri Turowsky on January 21, 2025, to discuss FCC regulatory changes to rate caps on inmate telephone

calls. The previous administration in Washington created caps on the amounts service providers can apply to inmate telephone calls. This is extremely problematic, as it shifts the costs from the service provider to the corrections department. There are indications that the new administration may pull back on these regulations, thus keeping things status quo.

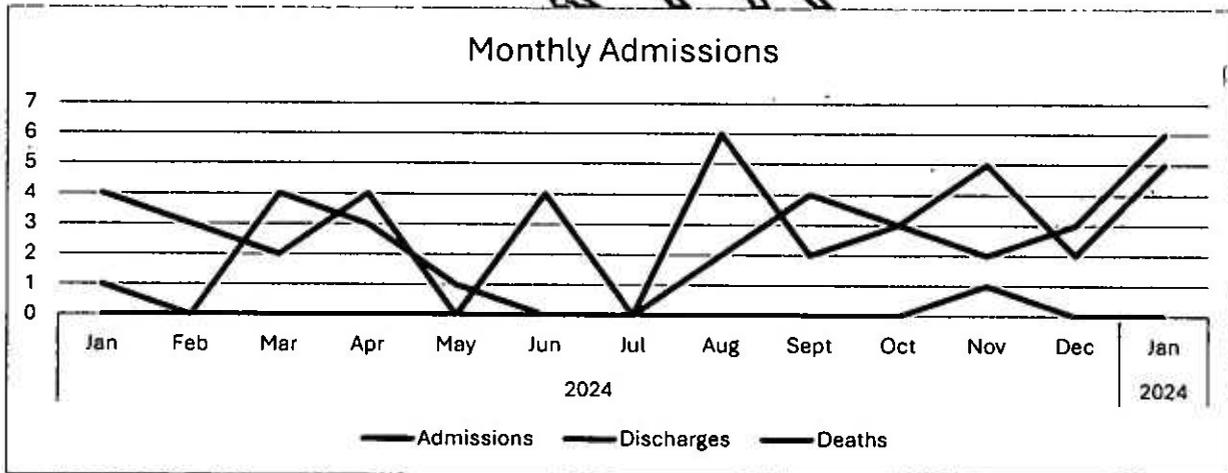
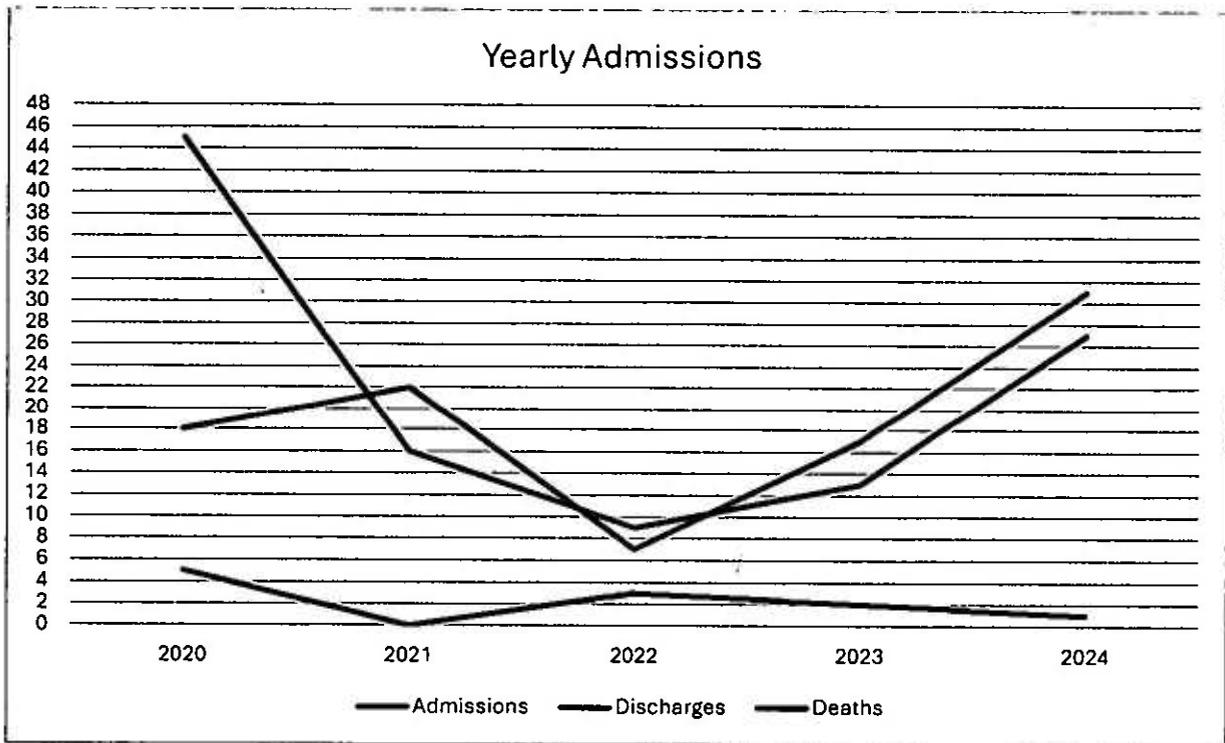
- d. County Administrator Brady and Superintendent Champagne met with representatives from the New Hampshire Department of Health and Human Services to discuss possible rule changes that apply to Medicaid/Medicare benefits to sentenced offenders. This meeting provided feedback on department needs, existing programs and access to services.
  - e. Corrections administrative staff along with contracted partners from Northern Human Services, held a work session on January 31, 2025, to finalize details of the S.U.M.M.I.T Program. A stakeholders meeting has been scheduled for March 5, 2025. This meeting is to present the new program to the stakeholders and offer a platform for questions and answers.
  - f. Superintendent Champagne is working with the 50<sup>th</sup> Anniversary Planning Committee on the annual NHAC Conference.
  - g. At the meeting, Superintendent Champagne announced that he is working on a US Border Patrol Detainee contract. This will be a new source of revenue.
9. Report of the West Stewartstown Nursing Hospital Administrator Laura Mills. The written report that was submitted to the Board in advance of the meeting was as follows:
- a. CENSUS: The census was 56 for an occupancy rate of 57.7% based on a bed count of 97, 66.7% based on a bed count of 84, and 74.7% based on a bed count of 75. In January, there were three (3) admissions and two (2) deaths. There has been one (1) admission so far in February. There is an admission planned for February 11<sup>th</sup> and another on February 12<sup>th</sup>. Two (2) more admissions are planned for the following week.

Of the 56 residents, twelve (12) are Private Pay, eight (8) residents are Vermont Medicaid, and seven (7) residents are Medicaid Pending for NH.

	2024	2024	2025
	Nov	Dec	Jan
Admissions	2	3	6
Discharges	1	0	0
Deaths	5	2	5

Totals for 2025: Six (6) admissions and five (5) deaths.

Totals for 2024: Thirty-one (31) admissions, one (1) discharge, and twenty-seven (27) deaths.



b. **INQUIRIES FOR ADMISSION:**

Coös County Nursing Hospital received seventeen (17) inquiries for admission in January. Five (5) have been admitted so far, one (1) was denied due to psych needs, two (2) refused placement, and nine (9) have not completed the necessary paperwork. These are being worked through and admitted when ready.

Chairman Brady asked if staff could be more aggressive with following up on inquiries. He asked about the status of the position approved at the last meeting. The HR Coordinator replied that there were no qualified applicants. The County Administrator stated that he has expressed not to hire just to fill a position. A qualified individual is

needed in the position. The Nursing Hospital Administrator added that the Social Services Director has gone to people's house to assist with filling out paperwork.

c. VT MEDICAID RATE: Coös County Nursing Hospital received the Final VT Medicaid rate for January 1, 2025. It is \$569.37.

d. STAFFING:

Nursing: There are 144 hours open for RN/LPN (3.6 FTE). There are currently two (2) contract nurses and several temps filling the open hours.

There are 760 open LNA hours (19 FTE). There are currently six (6) contract LNAs and several temps and high school students helping to cover open shifts. Recruitment efforts continue.

e. LNA CLASS: Six students started the LNA class on January 20<sup>th</sup>. The last day of class is planned for March 27<sup>th</sup> with state testing at the nursing hospital on the 28<sup>th</sup>. The graduation will be held at the nursing hospital on March 31<sup>st</sup>.

f. RESPIRATORY ILLNESSES (Covid, Influenza, RSV): While Covid is still present in the community, only one (1) employee tested positive during the month of January. The nursing hospital did have to deal with an influenza outbreak on Second Floor in January. Eight (8) residents and five (5) employees tested positive for Influenza A. An additional seven (7) employees presented with influenza symptoms but were not tested for influenza. The outbreak was closed by NH Public Health on January 28<sup>th</sup>.

g. GRANTS: A small crew has arrived to install an upgrade to the HVAC system. This upgrade will allow the individual units to communicate and maintain more consistency with our existing heating system. This is part of the "contingency funds" left over after the project was complete.

h. The Nursing Hospital Administrator continues to work with Pam Urban-Morin and Ericka Canales on the application and reporting requirements for this grant and on the CDBG for the elevators.

i. QAPI: Progress on the QAPI Plan continues including tasks from the most recent Survey Plan of Correction. Current Performance Improvement Projects (PIPs), Documentation, Shift Change Report.

j. Committees:

- NHAC Executive Committee: The Nursing Hospital Administrator attends meetings remotely.
- NHAC Nursing Home Affiliate: The Nursing Home Affiliate meets every month via Zoom.
- Workforce Development: Meets monthly.
- UCVH Board of Directors: The Nursing Hospital Administrator attends monthly.

- k. Nursing Hours at the Department of Corrections: No nursing hours for January however some medications for the HOC are being delivered to the nursing hospital again at night.
10. Report of the Berlin Nursing Home Administrator Louise Belanger. The written report that was submitted to the Board in advance of the meeting was as follows:
- a. Current Census: 82 as of 2/5/25. Occupancy Rate: 82%. SNF 6. Private Pay 15. Medicaid Pending 10. Hospice 1.
- January 2025 Census Data: Admissions 4. Deaths 1. Discharges 2. Transfer out 4. Transfer in 5. Average daily census 80%.
- Year to Date Totals: same as above.
- b. Open Positions: RN/LPN: 504 hours, 12.6 FTEs. LNAs: 1,702 hours, 42.55 FTEs. The NHA is looking into an LNA course with LNA Health Careers. There are unit aides interested in participating in an LNA course. We are also exploring LNA reinstatements for LNAs who have not renewed their license in the past 2 years. We have 2 interested employees looking to reinstate their LNA licenses.
- Agency/Travel Staff: RN: 4 (160 hours/week), LPN: 2 (80 hours/week), LNA: 10 (456 hours/week). Utilizing NHES, Indeed.com, County Website, and Local News Papers for advertising of open positions.
- c. COVID-19: No current cases for residents or staff.
- d. Facility License: Commissioners Brady and Gorman signed the license renewal form.
- e. Medicaid/Medicare annual recertification survey: Surveyors entered the facility on Monday, December 16<sup>th</sup> at 9:30am. The survey was completed on December 18<sup>th</sup> at 10:30am. I received the CMS Form 2567, Summary of Deficiencies on 1/3/25. We had 2 life safety deficiencies, a fire drill time issue and a fire door not latching securely when tested. We received 7 deficiencies in health care. Majority are due to charting related to agency staffing. We are currently working on our Plan of Correction. Update- Plan of Correction was accepted. We are working on educating staff on Policies and Procedures related to deficiencies and completing audits.
- f. Generator Antifreeze Leak was noted on 12/31/2024. Total repairs will be at a cost of \$2,558.20, gaskets, seals, clamps, and labor. Repairs completed.
- g. QAPI Meeting January 7<sup>th</sup> and January 21<sup>st</sup> - QAPI meeting scheduled for December 17<sup>th</sup> was rescheduled to January 7<sup>th</sup>, due to State Medicaid/Medicare annual survey in progress. The following was reviewed; Pressure Injury Prevention; Abuse Prevention; Medication Storage; MDS; Nursing/Provider Documentation; resident weight loss/gain issues; Therapy Services; Pharmacy Consultant Report; Resident/Family Satisfaction; Resident Psychosocial Support; Employee Retention; Licensing/Credentialing; Employee

Recruitment; Billing Accuracy; Resident Account Audits; Generator Maintenance; Fire Alarm/Sprinklers; Mandatory Staff Trainings/Competencies based on Survey Plan of Correction; Infection Prevention. Updates to Facility Assessment Reviewed regarding required Acuity Assessments. State Required Reporting - 1 incident was reported.

- h. GOFERR/CNHIP Project Status Update: No work has been started on the North Entrance. We continue to work with Pamela Urban-Morin regarding the 2 remaining projects (Windows and North Entrance). Nursing Home Administrator is also working with Pamela Urban-Morin on 3 Departmental Grant Proposals.
- i. Meetings/Committee Reports:
- NHAC Nursing Home Affiliate - Monthly via zoom.
  - NHAC Executive Committee - Monthly via zoom.
  - Medicaid meeting with DHHS - Monthly via zoom.
  - Finance/Business office meeting monthly via zoom- currently on hold due to Training on new software for payroll.
  - Safety Committee meeting - January 27<sup>th</sup>.
  - Compliance and Ethics Committee - January 8<sup>th</sup> and 29<sup>th</sup>.
  - Meeting with Michael Lucio, Regional Long Term Care Ombudsman.
  - Meeting with Ken Gordon, CEO Coös County Family Health Services regarding PACE program, Rural Program of All-Inclusive for Elderly (PACE) Planning and Development.

At the meeting, Chairman Brady noted that he was approached by a community member that the Nursing Home was only accepting private pay residents. The NHA replied that was false. Most individuals enter as skilled and after skilled most often are Medicaid pending. Several are held up by the State paperwork process. However, the nursing home accepts everyone. She added that several of the nursing homes have reduced available beds due to lack of staff.

11. *Report of the Director of Finance Carrie Klebe.* The written report that was submitted to the Board in advance of the meeting was as follows:
- a. The Sheriff's Office and Department of Safety is looking to amend the grant agreement for Northern Border Alliance Grant Program dated 1/31/2024. Approval and a certificate of authority is needed. *Item discussed under 6b.*
- b. The 2024 Windpark Pilt from Granite Reliable arrived on 2/3/2025 in the amount of \$525,000. The payment is apportioned between Dixville and Millsfield by the number of turbines located in each Unincorporated Place. This is the second payment of 10 in the PILOT agreement signed on 12/8/2023.
- c. The Calendar year 2024 was closed in the legacy system on February 2<sup>nd</sup>. The closure was needed for the 2024 Financial Audit for the 2 nursing facilities. Three of Vachon Clukay' staff has been working with the finance team the week of February 3<sup>rd</sup>. This is work needed to prepare the financial statements for both nursing facilities for the Cost Report preparation.

- d. The 2023 Financial Audit & Single Audit has been completed with Vachon Clukay and is in review.

12. Report of the HR Coordinator Morgan DeBlois. The written report that was submitted to the Board in advance of the meeting was as follows:

- a. The month of January staffing report is as follows.
- Hires 13
  - Separations 8
  - Change in status 3
- b. Approval needed on the request for weekly payroll disbursement authorization for the Coös County Sheriff, Keith Roberge to begin the first pay period in March 2025. Currently the sheriff is paid monthly. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the request of weekly payroll disbursement for Sheriff Keith Roberge. The motion was approved 3-0.
- c. The HR Coordinator is currently in a plan review with NH-Interlocal Trust to compare and cost analyze new plan options for Coös County. Health insurance costs continue to rise, and comparisons are crucial to ensure the County and employees have plans that are reasonable and affordable. Initial reviews are looking extremely positive, and the HR Coordinator is confident in the proposal for the coming benefit year.
- d. Joint Loss Committee meetings continue to address and satisfy the requirements of the Coös County Safety Plan. Meetings consist of understanding the safety manual, reviewing county wide claims and injury trends, and reviewing facility safety checklists. The next meeting is scheduled for March 19<sup>th</sup>.
- e. The Coös County website completed its final migration by the goal date and is live for use. The HR Coordinator would like to thank her team for their efforts in migrating the website and HR Assistant Tammy Haas who will manage edits and updates.
- f. The HR Coordinator is currently in edits and legal review of the Coös County handbook.

A complete policy and procedure review is taking place to ensure the handbook is reviewed in its entirety and that Coös County is consistent with other counties in NH. This review will continue to focus on cost savings, streamlined procedures, and eliminated outdated practices. The HR Team has begun the revision of employee evaluations and will be implementing evaluation policies to align with the changing workforce. Evaluations play a large part in retention and maintaining the best possible workforce.

- g. The HR Team is preparing for benefit enrollment season this spring beginning with meetings with current benefit advisors. HR Benefit Administrator Dawn Day will lead the team in planning the 2025 two-day benefit fair on April 23 and 24. Currently, four

benefit advisors have committed to attending the event. The HR Team has taken special consideration of employee suggestion and feedback to host this event. Employees asked for an in-person event after the restrictions placed by COVID-19 did not allow for in-person interactions. The HR Coordinator is happy to report the 2024 in-person benefit fair received rave reviews by employees and is happy to be able to host another in 2025.

- h. Non-Public requested under RSA 91-A:3, II (c). At the meeting, the HR Coordinator noted that the non-public was not needed.
- i. Meetings & Affiliations
  - HR Affiliate Group
  - Statewide Healthcare SPI
  - HEALTH TRUST Wellness Coordinator meeting
  - Coös County Childcare Crisis Coalition
  - Bimonthly SNS cyber security

13. Commissioners' Committee Reports: The Board reviewed the committee appointments.

45th Parallel EMS

Raymond Gorman

Androscoggin Valley  
Regional Refuse Disposal District

Robert Théberge  
Thomas Brady

Berlin Airport Authority

Robert Théberge  
Thomas Brady

Connecticut Lakes Headwaters  
Citizens Committee (RSA 12-A:9-b)

Raymond Gorman

Coös County Planning Board

Raymond Gorman  
Mark Brady

Coös Economic Development Board

*currently vacant*

Coös County Farm/  
Land Advisory Committee

Board of  
Commissioners

Nash Stream Citizen's  
Advisory Committee

Michael Waddell (ends 2025)

NH Association of Counties  
Executive Committee

Mark A Brady  
Ben Champagne  
Sue Collins  
Laura Mills  
Louise Belanger

UNH Cooperative Extension  
County Advisory Council

Raymond Gorman

North Country Council (RSA 36:46 III)

Robert Théberge

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the committee appointments.

14. Other Business:

a. Budget Transfers - The Board reviewed, approved, and signed budget transfers:

*Coös County Nursing Hospital*

TRANSFER FROM/TO	ACCOUNT NUMBER	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	03-04100-1200	Health Insurance		\$1,110.00
From:	03-04100-1300	Retirement		(\$1,110.00)
To:	03-04102-1300	Retirement	Over-extended previous budget transfer	\$9,450.00
From:	03-04102-0200	Accounting Staff		(\$9,450.00)

*Coös County Nursing Home*

TRANSFER FROM/TO	ACCOUNT NUMBER	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	02-05600-1800	Communications		\$1,110.00
From:	02-05600-3900	Admin Supplies & expense		(\$1,110.00)
To:	02-05620-3700	Provider Assessment		\$167,390.00
From:	02-05640-0400	LNA		(\$167,390.00)
To:	02-05640-2300	Contract Nurses		\$58,870.00
From:	02-05640-1000	Social Security (FICA)		(\$58,870.00)
To:	02-05640-3100	Medical & Surgical Supplies		\$11,980.00
From:	02-05640-1700	Education & Conferences		(\$11,980.00)
To:	02-05650-6100	Electricity		\$1,900.00
From:	02-05650-6300	Water		(\$1,900.00)
To:	02-05650-6500	Fuel		\$1,760.00
From:	02-05650-6600	Propane		(\$1,760.00)
To:	02-05670-1200	Health Insurance		\$1,540.00
From:	02-05670-1000	Social Security (FICA)		(\$1,540.00)

*County Administration/Finance*

TRANSFER FROM/TO	ACCOUNT NUMBER	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	03-04100-1200	Health Insurance		\$1,110.00
From:	03-04100-1300	Retirement		(\$1,110.00)
To:	03-04102-1300	Retirement	Over-extended previous budget transfer	\$9,450.00
From:	03-04102-0200	Accounting Staff		(\$9,450.00)

*Department of Corrections*

TRANSFER FROM/TO	ACCOUNT NUMBER	ACCOUNT NAME	JUSTIFICATION FOR TRANSFER REQUEST	AMOUNT
To:	03-06100-3900	Corrections Supplies & Expense		\$1,820.00
From:	03-06100-3800	Inmate Clothing/Bedding		(\$1,820.00)

- b. Approval of the NHAC Executive Committee Appointments: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the following to the NHAC Executive Committee:

Mark A. Brady, County Administrator  
 Ben Champagne, Superintendent  
 Sue Collins, County Treasurer  
 Louise Belanger, NHA - Berlin  
 Laura Mills, NHA - W. Stewartstown

The motion was approved 3-0.

- c. Approval of changes relating to SEA/Coös County Collective Bargaining Agreement (CBA). Superintendent Champagne noted that the approval of the changes to the CBA were needed, and ratification would occur once the agreement was ratified by the SEA union members. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the changes to the SEA/Coös County Collective Bargaining Agreement. The motion was approved 3-0.

- d. Request to move May 14 meeting to Tuesday, May 13 due to Primex<sup>3</sup> Conference. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to move the May 14<sup>th</sup> Commissioners' Meeting to Tuesday, May 13<sup>th</sup>. The motion was approved 3-0.

- e. Discussion / Action CCNH-Berlin Windows: Approval to proceed to contract with John Steele Carpentry.

Project: Window Installation - Coös County Nursing Home - Berlin

Summary of Bid Process: Project was bid 3 times New England wide. No bid was even close to the grant funds available from the ARPA Grant to the County and the GOFER

grant. The final bid round was also sent specifically to local firms who had not access to the New England wide list/professional listing service serve used by Alba Architects.

Due to the simultaneous integration of the North Entrance priority as a revenue and service to community, the window project action was delayed with plans to update bids in 2025 for the Spring/Summer 2025 project. The two active local responders to Round 3 of window project were advised of the new project timeline, in August 2024 in writing via email letter.

On December 13, 2024, written letters were sent to the two local bidders asking for updated bids, as planned, in 30 days (January 13, 2025). Updates in pricing and a few other clarifications were sought. By the deadline of COB January 13, 2025, only one response was received.

The one response addressed the update request with no change to price but alternatives to consider and clarifications. The one responder was John Steele Carpentry of Stark, NH. The total price for installation is \$120,000 (unchanged from June 2024 bid). The windows are already on-site. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the contract with John Steele Carpentry in the amount of \$120,000. The motion as approved 3-0.

15. *Unincorporated Places:*

- a. Ratification of approved building/ zoning permits: There were no permits to ratify.
- b. Discussion/ Action: ZBA Appointments - Scott DeBlois and Roland Théberge, members. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to recommend to the Delegation the reappointments of ZBA members, Scott DeBlois and Roland Théberge for three-year terms. The motion was approved 3-0.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to recommend to the Delegation the appointment of Bob Gargano from alternate to member of the ZBA. The motion was approved 3-0.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to recommend the appointment of Keith Roberge as an alternate to the ZBA. The motion was approved 3-0.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to recommend the appointment of Shawn Cote as an alternate to the ZBA. The motion was approved 3-0.

- c. Approval of Cartographics Associates, Inc. 2025 contract: A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the 2025 Cartographics Contract. The motion was approved 3-0. The Board signed the contract.

- d. Discussion/Action: Revised student transportation reimbursements in Millsfield & Wentworth Location. The Board was presented with updated daily rates for student transportation. The rate was based on the IRS mileage rate of .70/mile.

Unincorporated Place:			Current Reimbursement Per day	New Calculated Reimbursement Per day
W. Location / Errol	2 Round Trips to Milan Elementary	122 miles per day	79.91	85.40
Millsfield / Errol	2 Round Trips to Errol Consolidated	28 miles per day	19.10	19.60
Millsfield / Colebrook	2 Round Trips Colebrook Schools	60 miles per day	39.30	42.00

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the recommended mileage reimbursement beginning with the February reimbursements. The motion was approved 3-0.

- e. Approval of 2025 Northern Borders Dispatch Memorandums of Understanding: a motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the 2025 Northern Borders Dispatch Memorandums of Understanding for the Unincorporated Places of Atkinson & Gilmanton Academy Grant, Cambridge, Dix Grant, Dixville, Millsfield, Second College Grant, and Wentworth Location. The motion was approved 3-0. The Chair signed the MOUs.
- f. Discussion/Action: DHS/FEMA grant via Homeland Security & Emergency Management- for a Hazard Mitigation Study of Unincorporated Places. Proceed to contract with "04C3" and Commissioners approval of engaging in the creation and issuance of this contract, at the County level. This grant is still subject to Governor and Executive Council approval with a date not certain at this time in February or early March.

The recommendation was to proceed to contract with "04C3" with payments aligned deliverables completion benchmarks. This contract will still be pending the grant award approval by the Governor and Executive Council. It was requested for Commissioners approval of engaging in the creation and issuance of this contract, at the County level, currently. A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to proceed to contract with "04C3" and to approve the engaging in the creation and issuance of this contract, at the County level, currently. The motion was approved 3-0.

16. *Any other public input:* There was none.

17. *Non-public session:* A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to enter non-public session per RSA 91-A:3, II(b) at 1:18 p.m.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to exit non-public session at 2:16 p.m. The motion was approved 3-0.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to seal the minutes for a period of one year (2/16/2026). The motion was approved 3-0.

A motion was made by Commissioner Gorman, seconded by Commissioner Théberge to reconsider the appointment of Shawn Cote to the ZBA. The motion was approved 3-0. The appointment will be discussed at a later meeting.

A Joint Meeting between the Commissioners and Delegation will be held on February 21, 2025, at the Coös County Nursing Home in Berlin.

A Special Commissioners Meeting will be held on February 21, 2025, at the Coös County Nursing Home in Berlin at 1:30 p.m.

The next regular meeting is scheduled for Wednesday, March 19, 2025, at the Coös County Administrative Offices in Stewartstown, NH beginning at 9:00 a.m.

A motion was made by Commissioner Théberge, seconded by Commissioner Gorman to adjourn the meeting at 2:26 p.m. The motion was approved unanimously.

Respectfully submitted,

Commissioner Robert Théberge, Clerk

Pending Approval



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

<b>Participating Member:</b> Coos County PO Box 10 West Stewartstown, NH 03597		<b>Member Number:</b> 602	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03016		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$ 2,000,000
				Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$ 2,000,000
				Disease - Each Employee	\$ 2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>		
			<b>By:</b> <i>Mary Beth Purcell</i>		
			<b>Date:</b> 2/4/2025    mpurcell@nhprimex.org		
New Hampshire Department of Safety 33 Hazen Dr Concord, NH 03305			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax		



**State of New Hampshire**

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 (603) 271-2791

**EDDIE EDWARDS**  
 ASSISTANT COMMISSIONER

**STEVEN R. LAVOIE**  
 ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
 COMMISSIONER

January 17, 2024

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

G&C #127  
 1/31/2024  
 Approved

**REQUESTED ACTION**

Pursuant to RSA 21-P:69, the Department of Safety (DOS), Division of State Police, requests authorization to enter into grant agreements in substantially similar form and format to the attached documents with state agencies, counties, and municipalities listed below for a total amount of \$519,954.82 to reduce the instance of crimes and illicit activity near the Canadian border. Effective upon Governor and Council approval, full contract execution, and grantee funding acceptance through June 30, 2025. 100% General Funds.

Funding is available in the SFY 2024 operating budget as follows.

- 02-23-23-234010-63690000 - DOS – Div. of State Police – Northern Border Alliance Prog  
 049-584935 Inter-Agency Grant SFY 2024  
\$132,103.33
- 02-23-23-234010-63690000 - DOS – Div. of State Police – Northern Border Alliance Prog  
 073-500580 Grants Non-Federal \$387,851.49

Grantee	Vendor Number	SFY 2024 Award Amount
Dept. Natural & Cultural Resources	177887	\$ 24,791.35
Fish and Game Department	311244	\$107,311.98
Berlin Police Department	177362	\$152,702.37
Colebrook Police Department	177375	\$27,991.00
Coos County Sheriff Office	177270	\$86,313.90
Gorham Police Department	177396	\$18,477.12
Northumberland Police Department	177454	\$50,555.10
Pittsburg Police Department	159938	\$51,812.00
Totals		\$519,954.82

**EXPLANATION**

RSA 21-P:69 establishes a Northern Border Alliance (NBA) program focused on reducing the instance of crimes and illicit activity occurring within 25 air miles from the Canadian border to other state, county, and local law enforcement agencies. These grant agreements are for the purpose of supporting activities that focus on reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area. Allowable costs under this grant include reimbursing grantees for law enforcement overtime (or straight time for part-time law enforcement above normally scheduled hours), employer share of benefits, and mileage which are a direct result of participating in grant-

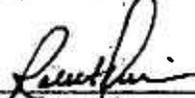
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
January 17, 2024  
Page 2 of 2

related activities. Allowable grant related activities include completion of in-person training and law enforcement activity occurring within the northern border alliance patrol area.

Grant applications were accepted from December 1, 2023, to December 29, 2023. A total of eight applications were received and reviewed for eligibility. All applicants were awarded funding.

Due to the time required to fully execute and accept funding at the state, county, and municipal level combined with the timing of future Governor and Executive Council meetings, the Department of Safety, Division of State Police requests authorization to enter into the grant agreements noted above using the grant agreement form attached to this request. Governor and Executive Council approval of this authorizing item will permit these agreements to become effective after being fully executed and accepted at the state, county, and municipal level, without requiring further action by the Governor and Executive Council. These agreements will remain subject to a review of form and execution by the Attorney General's Office prior to final execution by the Department of Safety.

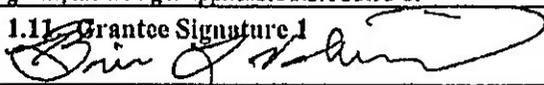
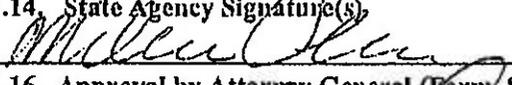
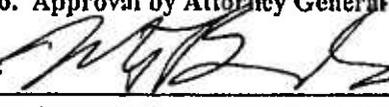
Respectfully submitted,

  
\_\_\_\_\_  
Robert Quinn  
Commissioner of Safety

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:  
GENERAL PROVISIONS

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety Division of State Police		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> Coos County Sheriff Office		<b>1.4. Grantee Address</b> 55 School Street, Lancaster, NH 03584	
<b>1.5. Effective Date</b> DOJ Approval	<b>1.6. Completion Date</b> 6/30/2025	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$86,313.90
<b>1.9. Grant Officer for State Agency</b> Janice D. Bresnahan		<b>1.10. State Agency Telephone Number</b> (603) 271-7663	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.*			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Brian L. Valerino Sheriff	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Coos</u> , on <u>2/14/24</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) <u>Heather Kenison</u> <u>J.P.</u> <u>exp. 12/20/28</u>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Heather Kenison</u> <u>Justice of the Peace</u>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Melanie L. Carraher, Deputy Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>2/16/24</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u>1/1</u>			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:66, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials BV  
Date 2/14/24

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date, 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

BV

Date

2/14/24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
  17. **INSURANCE AND BOND.**
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
    18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
    19. **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 first above given.
    20. **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 Council of the State of New Hampshire.
    21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
    22. **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.
    23. **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.
    24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. The Department of Safety, Division of State Police (hereinafter referred to as "the State") is awarding the Coos County Sheriff Office (hereinafter referred to as "the Grantee") \$86,313.90 for the purpose of reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area as well as completion of mandatory training.
2. "The Grantee" agrees that the project grant period ends June 30, 2025 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 102 must be submitted to the Department of Safety, Grants Management Bureau, prior to June 30, 2025.
3. "The Grantee" agrees that all officers performing patrols under this program must complete and submit the DSAD 101 Northern Border Alliance (NBA) Activity Form to the New Hampshire Information and Analysis Center within 48 hours after completing any program shift.
4. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The grant application as submitted by "the Grantee" is hereby fully incorporated into this grant agreement.

**EXHIBIT B**  
**GRANT AMOUNT AND METHOD OF PAYMENT**

1. Grant Amount: \$86,313.90
2. Payment Schedule
  - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$86,313.90
  - b. "The State" shall reimburse up to \$86,313.90 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e.: copies of payroll documentation and proof of payment) submitted with form DSAD 102 Northern Border Alliance Approved Overtime/Backfill Worksheet.
  - c. "The Grantee" shall request reimbursement on agency letterhead, signed by the authorized official, and shall specify the name and address to whom payment will be sent.
  - d. "The State" shall reimburse eligible expenses no less frequently than quarterly.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Grant expenses must be incurred and paid prior to June 30, 2025. All grant reimbursement requests must be submitted prior to June 30, 2025 using form DSAD 102. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 4004.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 4007 Administrative Requirements.
2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 4008.01 Recordkeeping.
3. Grant Agreement Revision to Provision 16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. *The Grantee's liability herein shall not exceed the amount of \$1,000,000.* 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 shall survive the termination of this agreement.



**Coös County**  
P.O. Box 310  
West Stewartstown, N.H. 03597

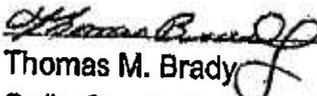
**CERTIFICATE OF AUTHORITY**

I, Chairman Thomas M. Brady, of the Coös County Commissioners Office do hereby certify that:

1. The Coös County Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on January 12, 2024;
2. The Coös County commissioners further authorized the High Sheriff to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following now occupies the office indicated above:

High Sheriff Brian L. Valerino

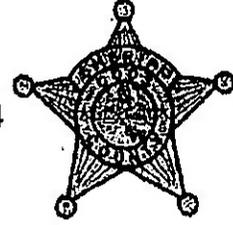
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Coös County Commissioners Office on this 12th day of January 2024.

  
\_\_\_\_\_  
Thomas M. Brady  
Coös County Commissioners Office



Office of  
**Coös County Sheriff**

55 School Street, Suite 202, Lancaster, NH 03584  
Phone (603) 788-5598 – Fax (603) 788-2437



High Sheriff  
Brian Valerino

1/12/2024

**Tom Brady**

*Tom Brady*  
Signature of Authorizing Official per RSA 23:1, 31:95-b or RSA 37:6

**Brian Valerino**

*Brian Valerino*  
Signature of Project Director or Point of Contact

**Carrie Klebe**

*Carrie Klebe*  
Signature of Financial Officer



Office of  
**Coös County Sheriff**  
55 School Street, Suite 101, Lancaster, NH 03584  
Phone (603) 788-5598 – Fax (603) 788-2437

DATE: 01/12/2024

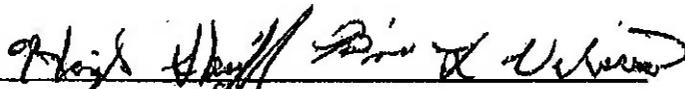
TO: NH Department of Safety

FROM: High Sheriff Brian Valerino

REF: Northern Border Alliance overtime rate

As the High Sheriff of Coös County, I have constitutional authority to authorize and set the overtime rate for Northern Border Alliance at \$67.73. I will not be working any Northern Border Alliance details.

Sincerely,

  
High Sheriff Brian L. Valerino



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>®</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>®</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>®</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>®</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>®</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>®</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>®</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

<b>Participating Member:</b> Coos County PO Box 10 West Stewartstown, NH 03597		<b>Member Number:</b> 602		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>®</sup> PO Box 23 Hooksett, NH 03018	
		Effective Date	Expiration Date	Statutory Limits Applicable	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$ 2,000,000
				Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	\$ 2,000,000
				Each Accident	\$ 2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>®</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Powell</i>
			<b>Date:</b> 1/9/2024    mpurcell@nhprimex.org
New Hampshire Department of Safety NH Dept of Safety Grants Mgmt Bureau 33 Hazen Dr Concord, NH 03305			Please direct inquiries to: <b>Primex<sup>®</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax