



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791

137 - 6/17/26



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 07, 2026

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 Administration, to award a grant to Northern Borders Dispatch c/o Town of Colebrook (VC# 177375) in the amount of \$176,276 for a portion of the 2025 Homeland Security Grant Program (HSGP). Effective upon Governor and Council approval through September 30, 2026. **100% Federal Funds**

Funding is available in account, Homeland Security Grants, as follows:

	<u>SFY2026</u>
02-23-23-231010-22980000-072-500574 "Grants to Local Gov't – Federal"	\$176,276

EXPLANATION

The purpose of this grant agreement is to support the procurement of radio repeaters by Northern Borders Dispatch, c/o the Town of Colebrook, to enhance reliable and interoperable public safety communications capabilities. These improvements are critical to emergency response, responder safety, and the protection of residents and visitors throughout the North Country. The Project will also strengthen State and local capabilities to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other complex public safety incidents. Funds awarded under this agreement must be utilized in compliance with the mission and allowable use of the Homeland Security Grant Program (HSGP). Eligible expenditures include anti-terrorism focused equipment for first responder agencies at both the state and local levels.

The acquisition of this equipment will enhance operational readiness and strengthen specialized technological capabilities necessary to support coordinated emergency response operations, particularly in hazardous, remote, or high-risk environments where advanced reconnaissance, situational awareness, and search functions are critical to responder safety and the protection of the public.

In the event that HSGP funds are no longer available, Highway Funds and/or General Funds will not be requested to support this program.

Respectfully submitted,

Robert L. 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.

1.1. State Agency Name: NH Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Northern Borders Dispatch c/o Town of Colebrook		1.4. Grantee Address 17 Bridge Street Colebrook, NH 03576	
1.5. Grantee Phone # (603) 237-4487	1.6. Account Number 10-22980000-500574	1.7. Completion Date 9/30/2026	1.8. Grant Limitation \$176,276
1.9. Grant Officer for State Agency Holly Boisvert		1.10. State Agency Telephone Number (603) 271-7663	
If Grantee is a municipality or village district: "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."			
1.11. Grantee Signature 1 <i>Timothy F Stevens</i>		1.12. Name & Title of Grantee Signor 1 TIMOTHY STEVENS, TOWN MANAGER	
Grantee Signature 2 <i>Raymond Gorman</i>		Name & Title of Grantee Signor 2 Raymond Gorman NBD Chairman	
Grantee Signature 3 <i>Rebecca Robinson</i>		Name & Title of Grantee Signor 3 Rebecca Robinson Administrator/Supervisor	
1.13. State Agency Signature(s) <i>Mellen Cales</i> Assistant Director for		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>CV</i> Assistant Attorney General, On: 03/12/2026			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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"), 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 B (the scope of work being hereinafter referred to as "the Project").

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-c.
- 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,
- 9.2. 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 OR 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 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 of 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

- 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A SPECIAL PROVISIONS

Sub-Grant Total	\$176,276
Funding Percentage	100%
Federal Award Agency	Federal Emergency Management Agency, Grants Program Directorate
Award Title & #	2025 Homeland Security Grant Program – EMW-2025-SS-05037
Grant Project Title	Northern Border Communications Equipment
Period of Performance	Date of G&C Approval through September 30, 2026
Budget Period	Date of G&C Approval through September 30, 2026
ALN #	ALN# 97.067
Sub-Applicant UEI #	GHMDUALPNLY4

1. Grant expenses must be incurred and paid prior to September 30, 2026. All grant reimbursement requests must be submitted prior to November 15, 2026. Only expenses approved as outlined in Exhibit C may be reimbursed. Reimbursement requests shall meet all requirements in the DHS Terms and Conditions and Special Conditions.
2. “The Grantee” shall maintain financial records, supporting documents, and all other pertinent records for a period of 7 years from the last GAN.
3. Per 2 CFR 200 and Subpart F, the organization must submit its most recent audit each fiscal year to be subject to a risk assessment testing for fiscal practices and capabilities.
4. Per 2 CFR 200 and Subpart F, Non-Federal entities that expend \$1,000,000 or more in federal funds (from all sources including pass-through sub recipient) in the organizational fiscal year shall have a single organization-wide audit conducted and submitted to Grants Management Bureau.
5. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Bureau.” Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Bureau and U.S. Department of Homeland Security.

EXHIBIT B
SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as “the State”) is awarding the Northern Borders Dispatch c/o Town of Colebrook (hereinafter referred to as “the Grantee”) \$176,276 for the purpose of local first responders statewide for executing anti-terrorism linked eligible communications equipment.
2. “The Grantee” agrees that the project grant period ends September 30, 2026, and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted to the Department of Safety, Grants Management Bureau, prior to November 30, 2026.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee” is responsible for the overall direction and assignment of all 2025 Homeland Security grant.

EXHIBIT C
GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$176,276
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$176,276
 - b. "The State" shall reimburse up to \$176,276 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies invoices and proof of payment). This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period.

SPECIAL CONDITIONS – FFY 2025

SUBGRANTEE: Northern Borders Dispatch c/o Town of Colebrook

GRANT AWARD AMOUNT: \$176,276

GRANT TITLE: Northern Border Communications Equipment

AWARD DATE: Upon G&C approval

GRANT PROGRAM: 2025 Homeland Security Grant Program

ALN#: 97.067

DHS Grant Award Number: EMW-2025-SS-05037

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (45) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON September 30, 2026.** Accordingly, per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

1. Please note the following special condition for your grant award:
 - a. No purchase of this equipment can be made until an Environmental and Historic Preservation (EHP) review has been completed and approved by FEMA. Please complete attached EHP documents and submitted electronically to Holly.L.Boisvert@dos.nh.gov.

Timothy F Stevens
Signature of Authorized Official

04/14/26
Date

Rebecca C. Robit
Signature of Program Manager/Contact

4/14/26
Date

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

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C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

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- (c) Awardee name,
- (d) Awardee address,
- (e) AOR name, title, phone, and email address,
- (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

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implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

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- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

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XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

- (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
- (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

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(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

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to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

- (a) cybersecurity;
- (b) foreign travel security;
- (c) research security training; and
- (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

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by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

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- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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(4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

- (a) If the recipient fails to comply with the terms and conditions of the federal award;
- (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

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XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56*

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. *Whistleblower Protection Act*

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

New Hampshire Grant Terms and Conditions 2025

1. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2025 U.S. Department of Homeland Security NOFO, Grant Program Preparedness Manual and Application Kit. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. The applicant assures that it will comply, and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2025 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$10,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$10,000 or more, bids must be submitted to DOS, if requested.
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
7. **Publications:** The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the NH Department of Safety (DOS)".
8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass-through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but ensure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

9. **Advice:** No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
10. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:
- Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program. Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.
11. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.
12. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
13. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
14. **Construction Projects:** NSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL)

wage determination, is available from the following website: <http://www.wdolgay.com>. Data Collection: The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

15. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.

16. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:

- Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
- Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
- The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
- Financial Responsibility: The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

17. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

18. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards
19. **Legal Action:** The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
20. **Ok to Proceed:** Grant funds may not be obligated prior to the effective date of the approved grant award and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.
21. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.
22. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 — 200.326:
23. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
24. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
25. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, quarterly progress reports, final financial reports and evaluation reports.

26. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
27. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in section 21.
28. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;
 - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.
29. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
30. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
31. **Presidential Policy Directives:** All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security Grant Program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$10,000:

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) — Grants Management Unit every 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.B. 379 allows are as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to "replace" or "take the place of existing local funding for equipment or programs. The funds are intended to provide local entities with increased or in 2024 sustained capabilities or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at: <https://www.fema.gov/ernemeriv-rriarragers/nimsArndlernentatich-training>. Please see the: Preparedness Grants Manual for more information on NIMS. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf

Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on is on DHS/FEMA's website.

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN. ***THE AUTHORIZING OFFICIAL MUST BE STATUTORILY ALLOWED TO SIGN A CONTRACT FOR THE MUNICIPALITY (i.e. Mayor, City Manager, Town Manager, Chairperson BOS, etc.) PER RSA 31:95b or RSA 37:6

*NOTE: THE PROJECT MANAGER, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL: CANNOT BE THE SAME PERSON

Certification by Authorized Official*

Name: Timothy Stevens Title: Town Manager
Agency: Town of Colebrook Mailing Address: 17 Bridge St, Colebrook
Phone Number: 603-237-4070 E-Mail: t.stevens@colebrooknh.org
Signature: Timothy F Stevens

Certification by Program Manager/Contact *

Name: Rebecca Robinson Title: Dispatch Administrator/Supervisor
Agency: Northern Borders Dispatch Mailing Address: 17 Bridge St Colebrook
Phone Number: 603-237-4487 E-Mail: brobinson@colebrooknh.org
Signature: Rebecca Robinson

Certification by Financial Officer *

Name: Melanie Fogg Title: Financial Officer
Agency: Town of Colebrook Mailing Address: 17 Bridge St, Colebrook NH
Phone Number: 603-237-4070 E-Mail: m.fogg@colebrooknh.org
Signature: Melanie Fogg

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
SUB-RECIPIENT INFORMATION REPORTING FORM

(It is recommended this form be completed by your grant administrator or chief financial officer.)

Section I **MUST** be completed by applicants seeking federal funding assistance from the Homeland Security Grant. See for further details: FARS - Federal Funding Accountability and Transparency Act Subaward Reporting System

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: Northern Borders Dispatch / Town of Colebrook

Address: 17 Bridge St

City: Colebrook

State: NH

Zip Code: 03576-
(9 digits required)

Sub-Recipient UFI Number: GHMDUALPNLY4

Section II **MUST** be completed if this application seeks federal funds totaling \$30,000.00 or more.

SECTION II. SUB-RECIPIENT REVENUE INFORMATION

(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000.00 in Federal Awards	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sub-Recipient's 5 Most Highly Compensated Officers	Officer Names	
	Officer Compensation	
	1.	
	2.	
	3.	
	4.	

Comments

PREPARED BY:	DATE: <u>4/23/26</u>
Name: <u>Rebecca Robinson</u>	
Title: <u>Administrator/Supervisor</u>	
Telephone: <u>603-237-4487</u>	Email: <u>brobinson@colebrooknh.org</u>

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

- Please give the name and address for the agency or institution receiving the federal funding
- Do not give a name and address of an individual's name working at the agency or institution

Sub-Recipient UEI Number

- The UEI number is a unique, alpha-numeric 12-character identifier issued and maintained by Sam.gov that verifies the existence of a business entity globally. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have UEI numbers. Ask your grant administrator or chief financial officer to provide your organization's UEI number.
- If your organization does not have a UEI number, use SAM.GOV online registration to receive one free of charge: <https://sam.gov>
- For more information on UEI numbers, please visit the federal government's grant administration website: <https://sam.gov>

Sub-Recipient Annual Gross Revenues Exceed 80 Percent or more in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency or institution received 80 percent or more of its annual gross revenues in federal awards.
- Please check "no" if, in the preceding fiscal year, your agency or institution did not receive 80 percent or more of its annual gross revenues in federal awards.

Sub-Recipient Annual Gross Revenues Equal or Exceed \$25,000,000 in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency's or institution's annual gross revenues equaled or exceeded \$25,000,000 in federal funds.
- Please check "no" if, in the preceding fiscal year, your agency's or institution's annual gross revenues did not equal or exceed \$25,000,000 in federal awards.

Sub-Recipient Highly Compensated Officers

- If you checked "no" in the two boxes above, then this information is not required.
- If you checked "yes" in the two boxes above, and if the public does not have access to this information through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Section 78m(a), 780(d)), or Section 6104 of the Internal Revenue Code of 1986, then please list the names and compensation amounts of the five (5) most highly compensated employees within your agency or institution.

Comments

- This is not a required field. Please feel free to add any comments you feel are necessary to fully explain your answers in the above fields.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Timothy A Stevens</i>	TITLE <i>Town Manager</i>
APPLICANT ORGANIZATION <i>Northern Borders Dispatch/Town of Colebrook</i>	DATE SUBMITTED <i>4/29/26</i>

**ACCEPTANCE OF AUDIT REQUIREMENTS
FFY 2025 Homeland Security Grant Program**

We agree to have an audit conducted in compliance with OMB Uniform Guidance 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$1,000,000). If a State Agency: Non-Federal entities that expend \$1,000,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of if applicable to your State Agency in accordance with 2 CFR 200 F and the State CAFR. If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Safety
Grants Management Bureau
HomelandGrants@DOS.NH.GOV

The following is information on the next organization-wide audit that will include this agency:

1. *Audit Period: (Organization's fiscal or calendar year to be audited)

Beginning: 10/1/24 Ending: 12/31/24
Date Date

2. Audit will be submitted to NH DOS Grants Management Bureau by:
(Date must be no later than the ninth month after the end of the audit period)

Date: 12/31/24

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, the entire grant period will be covered by a compliance audit and will be submitted on a yearly basis to the Grants Management Bureau. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.

NH DOS Grants Management Bureau will furnish any information regarding the OMB Uniform Guidance 2 CFR 200 audit requirements, upon request.

FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING DELAYED AND/OR CANCELLED.

Signatures: Dated 4/23/26

Rebecca Robinson
Program Director

Melanie Fogg
Financial Officer

Timothy F Stevens
Authorized Official
(per RSA 31:95b or RSA 37:6)

Rebecca Robinson
Print Name

Melanie Fogg
Print Name

Timothy F Stevens
Print Name

Colebrook Select Board
Selectmen Meeting Minutes
March 23, 2026

Selectboard Members: Greg Placy, Ray Gorman, and Sue Collins

Staff: Paul Rella & Heidi Lawton.

Members of the Public: Bob Baker, Sheila Parkhurst, David Brooks, Lisa Brooks, Janice Leblanc, Maura LaChapelle, Patrick Martunas, Jolene Martunas, Christine Sullivan, Anthony Watson, David Forbes, Jessica Hicks, Ryan Yakis, Alicia Boire, Haven Haynes, and Mike Ouellet.

Meeting Start Time: 5:00pm

Roll Call & Pledge of Allegiance

Hearing of the Public:

Election of Officers & Community Assignments:

-Sue made a motion to nominate Greg Placy to be Chairman of the Colebrook Board of Selectmen, Ray seconded the motion, Greg agreed, motion passed.

-Sue made a motion to nominate Ray Gorman to be the Vice-Chairman, Greg seconded the motion, Ray agreed, motion passed.

-45th Parallel: Greg Placy

-Planning Board: Sue Collins

-Northern Borders Dispatch: Ray Gorman

-Ray made a motion to nominate Sue Collins for Planning Board, Greg seconded the motion, Sue agreed, motion passed.

-Sue made a motion to nominate Greg Placy for 45th Parallel Board, Ray seconded the motion, Greg agreed, motion passed.

-Sue made a motion to nominate Ray Gorman to the Northern Dispatch Board, Greg seconded the motion, Ray agreed, motion passed.

-North Country Council Commission: Ray Gorman

-Transportation Board of Directors: Ray Gorman

-Sue made the motion to nominate Ray Gorman to the North Country Council Commissioners and the Transportation Board of Directors, Greg seconded the motion, Ray agreed, motion passed.

Public Hearing on ICE 287(g) Funds

Public Hearing Start: 5:03pm

Chief Paul Rella began by explaining to the public what the ICE Money is for and how he obtained it. He explained that the Colebrook Police Department is partnering with ICE to be able to arrest illegal aliens. Prior to that, if the Colebrook Officer's stopped someone that was suspected to be illegal, they would have to let them go. So, partnering with the ICE 287(g) program Colebrook officers are now certified as ICE Officers. They are still Colebrook Police Officer, doing what they normally do, but if they should happen to stop a car and it is an illegal alien, they now have the authority to detain them, call ICE, and have them taken into custody, and release them to ICE.

Chief Rella explained, "Part of this program is a one-time incentive that the One Big Beautiful Bill did that gave us a stipend of \$100,000.00, if we were to arrest an illegal alien in 2025, which we did. That money is to be used for equipment to further operations and to help us catch illegals. So that could be radios, tasers, anything that can help us. Some towns are buying vehicles, we don't need to do that. Any money spent for overtime or mileage is reimbursed through this program, so it does not cost the taxpayers any money.

Sue explained the reason for the Public Hearing to everyone. She said, "the NH Department of Revenue Administration has a statute that says, if a town gets a payment of \$10,000.00 or more you need to hold a Public Hearing to accept those funds." Sue said, "under federal law the Chief of Police is the one who decides if Colebrook participates in ICE or not."

Mike Ouellet: Is there a time limit on when you have to have that money spent?

Chief Rella: No

David Forbes: "you said equipment, that is equipment specific, not structures or anything like that?"

Chief Rella: Correct

David Forbes: "Do you receive additional training or is it needed to be able to identify someone as an illegal?"

Chief Rella: "Yes, we have three officers that participate in the program and they had to go through a class, that taught them identifiers and basically the whole premise of stopping vehicles, they are trained in that and know how to do that." "They just couldn't detain anybody."

David Forbes: “we just don’t want to get in the position of if someone is driving through from Quebec and they get detained as a potential terrorist or something like that.”

Chief Rella: “There are checks and balances for that, so anytime we stop someone, and we have a question on if they are not legal, we call our contact in Manchester and they run it through their system, and they can tell us if this person has been stopped before or if they have a court date scheduled.” “They may say to us, hey we want them, so we would hold them until we could release them to ICE.”

David Forbes: “So for detailed questioning and background checks your officers call someone else to do this.”

Chief Rella: “Yes, for example, if someone has a New York license and the car is registered in Connecticut. New York will give a license to anybody, so this situation would be a flag for them. This is exactly what happened in the two arrests that we had, both illegals had a New York license, and they were illegal. Our Officers would call the Manchester contact, and they would let us know if they were illegal or not.”

David Forbes: “On the equipment that you said you can get, will this help with the police budget on down the line?”

Chief Rella: “Yes, so we were the only department in all of Coos County that does not have body cameras, they are very expensive and our tasers are outdated as well.” “In order for us to get the body cameras and tasers we would have had to put something like \$40,000.00 into the police budget to pay for that.” With this money, we have gotten the tasers and body cameras at no cost to the town or taxpayers.” Our handheld radios are 15 to 20 years old and they cost about \$7,000.00 each and we need 8 of them. We haven’t gotten new ones because it is not in the budget, so with this money we can update our radios and other things like that, that we can’t do with our normal police budget.”

Janice Leblanc: “Where is the documentation that was given to the Town of Colebrook on how to use these funds, what is the reporting procedure?” Where is the documentation?

Chief Rella: “What do you mean by documentation?”

Janice Leblanc: “So you obviously have a description of what you can buy or what the money can be used for etc.” “Where can the taxpayers find the 287(g) fund description.” “Sue so you, have it?” “Can it be downloaded to the Town Website?”

Sue: “No, it is on the ICE website.”

Janice Leblanc: “Why can’t it be put on the town website so the town folks can see what the \$100,000.00 can be spent on.” “So every town receives money from a grant like the Tillotson Center etc. so wouldn’t that be beneficial for folks to see what the 287(g) fund entails, that the \$100,000.00 could be used for body cameras or real time training, etc.”

“So is that going to be something that is going to be public or do we just go to the ICE website?”

Sue: “I just went to the ICE website.” We can put a link to the ICE website.”

Janice Leblanc: “You mentioned about the three staff that were able to go to a training, which I think is awesome by the way, and thank you for getting this money, is that something that we can put back in the budget, that we obviously paid them to go to training, is that something that they could put in for more training in the future.”

Chief Rella: “They got reimbursed for that training, they get reimbursed for any hours they spend on the 287(g) program, overtime, mileage, gets 100% reimbursed by the government.”

Janice Leblanc: “So recording obviously this \$100,000.00, I am sure you are tracking how the funds are being used.”

Chief Rella: “Absolutely”

Greg: Any other questions or comments?

Bob Baker: “Full disclosure, I am not a resident of Colebrook, I live in Columbia.” “I have been there for 26 years now.” “I was a lawyer in private practice for most of my career, before that I was an Air Force Intelligence Officer with the US Air Force during the Vietnam War.” I am involved locally in working with various groups that are sympathetic to the immigrant’s situation that they are in now, including the fact that we have 200 to 300 immigrants in the Berlin Prison.” “80 to 90% of these immigrants have no criminal history and are being held under various ICE Programs and they are slowly getting heard on bond request to be released.” “We need to treat these people humanly and the fact is, we all have constitutional rights, even non-citizens under various provisions of the constitution.”

Mr. Baker went on to say “that a lot of the ICE Officers are new and the training that they have had is minimal. They do about 40 hours on a computer. He doesn’t believe the Chief Rella has the training manuals for the trainings that his Officers are taking and what they are being told their rights are as ICE Officers on behalf of who?” Mr. Baker’s question for Chief Rella is “how do you have control over your officers when they are doing an ICE Duty under the 287(g) agreement? Mr. Baker said he read the Memorandum of Understanding that is signed by Colebrook that is online, and it is very clear that once an officer of your town is working on an immigrant related matter, they are under the Supervision and control of ICE and that needs to be understood.” I am not sure what procedures you have for your officers on who they report to at what time, the problem that carries over to all jurisdictions that are involved in this as to when is my officer working for the town and when is he working for ICE, and how do we know the difference and is there some area of ambiguity in between where they are working for both at the same time. These things need to be resolved. If your officer does something wrong when they are working under ICE, guess who is liable, it is the town, not ICE. Mr. Baker handed out a Deputized for

Disaster informational handout from the ACLU for the Town/Police to read. Discussion ensued. Mr. Baker advised the board to find out from Primex if the activities of the officers while working for ICE are covered by them.

Pat Martunias: All Border Patrol supports the Colebrook Police Department.

David Brooks: "I also support local and state law enforcement in this issue." "Correct me I am wrong, you are not just going out doing ICE Details, this is just incidental actions if you pull someone over."

Chief Rella: "Correct"

David Brooks: "This is just in the normal course of duty, and you come across an incident?"

Chief Rella: "This is one more aspect in this that we do, it is part of the 287(g) program. There are thousands and thousands of missing children that came over the border, so I was asked if ICE gets information on if there is a child in our community, could we check on that child to make sure they are safe and report back to them. I agreed to do that because I think it is important. ICE Agents are not coming to Colebrook. If we have to go check on a missing child, this would also be reimbursed through the government. Chief Rella said, I have a bunch of good guys working here, the one illegal alien that we got, Officer Bishop out of his own pocket, bought him dinner and breakfast, and he was given a blanket, he wasn't a harden criminal, but he was still here illegally, so he was breaking the law. My officers treat everyone with respect." Discussion ensued.

Haven Haynes: "We have worked, CBP and Border Patrol, I know have backed up officers from the area towns and that is a good back up system, and being able to work with ICE also, we all have to work together up here."

Greg: Hearing closed at 5:26pm.

Selectmen's Regular Meeting started at 5:27pm

-Sue made a motion to accept the ICE money as presented by Chief Paul Rella for the 287(g) program, Ray seconded the motion, Greg agreed, motion passed.

Hearing of the Public:

Alicia Boire, Town Treasurer: "Mascoma Bank was having technical issues today, so I do not have TAN paperwork for you to sign. They are going to attempt to get this taken care of, but it has been two days now. We need at least two signatures. When is your next Selectmen's Meeting.

Sue replied, "We were supposed to have a Public Hearing on Water Rates on March 30th, but nothing got posted to the website or put in the paper.

Alicia stated, "What basically is going to happen, as you know I have to get the Town Attorney to re-do that, the opinion letter, so that also should not be a long process, but if it has to be, I need to

have this authorized to borrow and we can get these other pieces in place, you don't have to technically have a meeting, we can get the documents and you can walk in and sign them. That is the goal, to get this done before you all leave in April.

Sue: "Do you have an interest rate?"

Alicia: "The interest rate has not changed."

Sue: "We budgeted \$10,000.00 for interest on short-term notes and already spent \$5,200.00, but I think you said the bank gave you a refund on some of that."

Alicia: "They did; I don't know the exact amount. \$700.00 or \$800.00 maybe."

Sue: "It is not posted; we need to get it posted."

Alicia: "What I do is when the revenues come in, I apply that to the principal of the TAN, I check it every day. If there is sufficient money to do it, I apply that to the principal, that helps us to lower the overall amount."

Sue: "What I did this weekend is an analysis of all our grants and the fact that we are not filing any claims. Under just the water well project we have \$118,000.00 that we can claim right now."

Discussion ensued on the TAN.

David Brooks: "With the anticipated closing of the Nursing Home and it moving to the Academy, would the jail be closing also?"

Ray: "We are still working on that; nothing has been decided on that. We had a delegation meeting today, and the amounts of money needed to do that project have been put into the county budget for 2026. We will still be working with Concord and the exact plans on the project will be presented at a Public Hearing in Lancaster in April, I believe the 22nd, if you want to check back with me in a week or so I will have more information."

David: "The reason is, if they end up closing the jail, will that move recycling back to the towns?"

Ray: "The contract is good for two more years into 2027. We will honor that. That is another thing that needs to be determined, it is up in the air no matter what happens."

Sue: "They aren't going to build a new nursing home facility in 8 months."

Discussion ensued.

Dickie & Joanie Hicks: Came in because they want to know why a quarter of an acre has been taken out of Current Use.

Sue: "We did not prepare this letter, that was done by NH Department of Revenue."

Greg: "So we probably won't be able to answer a lot of the questions you have."

Sue: "We can't answer your question because they were the ones contracted to do the revaluation."

Dickie Hicks: Showed the Selectmen his property on his property tax card and explained that he has 18 acres. He doesn't know why a quarter of an acre was taken out of current use.

The board and Dickie looked over his tax card and pictures of his land. Heidi took Dickie's number and will call him tomorrow with Phil Bodwell's number from NH DRA.

Discussion ensued.

Regular Agenda:

- A. Review and approval of the Minutes of 3/3/26. Sue made a motion to approve the minutes of 3/3/26, Ray seconded the motion, motion passed, all approved.
- B. Review and Sign Payroll and Disbursement Manifests: The Selectmen reviewed completed payrolls and disbursement manifests and signed them.
- C. Town Manager's Report: None

New Business:

- A. AHEAD Agreement: Sue made a motion to renew the PAYMENT IN LIEU OF TAX agreement with the same terms, to expire in 2028. The only thing that needs to be changed is the date of the agreement, the expiration date, and the date the board signs it. Ray seconded the motion.
The board would like Tim to include a cover letter with the agreement, and it needs to be sent by certified mail.
- B. North Country Community Rec Center Status: None. It was going to be on the Town Manager's Report.
- C. Election of Officers: Done
- D. Water Department-Short Lived Assets Account for VFD Fan: Brian Sullivan told Sue that they really need this. Sue said we need to look at the MS-9 to see when the short-lived assets were started, she believes it is 2016. Heidi said, yes, it was. Now Sue needs to look at the warrant article to see if the Selectmen were named as Agents to Expend.

David Forbes: How big is that VFD Fan?

The board did not know.

David Forbes: Just an FYI, it is a big fan, the fan is only one component of it, you need a starter for the fan, the VFD is different than a regular fan.

Sue: This is to replace one that no longer functions, this isn't a new one.

- E. Status of Correcting Styles/Badger Monthly Billing: Melanie talked to Ian at Badger and he is going up the chain of command to get us a credit. We are not paying any of their bills until this gets resolved.
- F. 2.5% Cola Approval: Sue made a motion to grant the town employees a 2.5% cost of living adjustment effective April 1, 2026, or whatever that day is that makes it for the pay week, in accordance with our Employee Policy Manual. Ray seconded the motion, Greg agreed, and the motion passed. Ray asked if there were any annual evaluations done. Sue said, "They are supposed to be done." Ray would like Heidi to talk to Tim about this.

David Forbes: Is that 2.5% across the board, everybody gets 2.5%? The high performers should get more and the lower ones less. It should go by the evaluation.

Sue: A lot of governments have a two-tiered system, they have a flat cost of living adjustment, so the pay keeps up with inflation. Then they have a merit system, a performance schedule. We do not have that yet. We have gone through a lot of Town Managers and discussed this from time to time.

Anthony Watson: What is the point of the evaluations then?

Sue: You need paperwork in a file, if somebody does something and you want to terminate them, you have to show that there is progressive discipline in their file.

David Forbes: You want to try to get those evaluations instituted, not only for the employees, but for the taxpayers who want to see the right people get the right money. They also need to see where they can improve.

- G. Status of White Mountain Communications: Dottie has billed for 2025 & 2026; she has not received the money yet.

Old Business:

- A. Reservoir Road Property Offer from Richard Hicks: The board will make a decision at the next meeting, April 27th. Discussion ensued about the Selectmen Meetings.
- B. Aldrich Road Update: Heidi has a letter for FEMA for an extension to the project, she was told by Holly to send the letter to the State of NH first for review, so she did.
- C. Water Wells: Sue did a spreadsheet, one of the issues our Treasurer has is cash flow and she did do a spreadsheet on everything we have spent over the \$550,000.00 settlement that we got from the company that did the wells up north that failed. It looks like we are owed \$138,209.66. Sue will be here tomorrow to make sure a claim is filed. Melanie will be doing this.

- D. Status of Billing for UV Claims: The board asked Heidi for the status of this. Heidi said, “I am holding onto the invoices until I get to \$30,000.00 as that is what Primex asked me to do. As soon as I reach that threshold, I will send in a batch for reimbursement.”
- E. Harvey Swell Bridge Project: The town has expended \$196,772.69 and we have not received any money from that yet. When the Board meets to accept the construction bid, we will be able to claim 40% of the cost of construction along with a percentage of what we have spent to date. It is the same for Pleasant Street Bridge Project. We need to get claims in on all these projects. The TAP Project as well. The other thing coming up is the Main Street Project, and we need to pay the contractor bills and then ask for the money.
- F. Follow-Up to Congresswoman Goodlander on the North Wells: Nothing new
- G. Status of Tax Deeding: Melanie is in the process of sending a final letter to the property owner.

Sue wanted to know if full accounting had been done on the Margaret Crawford Property. Heidi did not know Melanie would be the one working on this.

H. **Tabled/Pending Items:**

Property Tax Abatement: Dagesse Family Trust

For Approval and Signature

- a. Property Tax Abatement: Dennis Bailey \$5,300.00. This tax was charged to Dennis instead of the new owner. New owner has been billed.
- b. Sewer Abatement: Steve Madonna \$95.00
- c. Intent to Excavate: Michel Rodrique/Ronny Rodrique
- d. Intent to Cut: David Hodge
- e. Abatement Requests from DRA:
 - 1. Marc Nugent
 - 2. Ronald & Ronnie Smith
 - 3. Kathleen Reardon & Mathew Bowles
 - 4. Linda & Gregory Lewis
 - 5. Michelle Hyde
 - 6. North Country Community Rec Center

The board is going to come in and look at the Abatement Requests from DRA.

Hearing of the Public and Any Other Business:

-Sue wants to know why an Excavation Tax was never billed for 2025. Heidi will ask Dottie.

Greg: If there were any attachments that they were going to buy for the Bobcat, they need to put that on hold because the old attachments will fit.

Sue: asked for a copy of the quote that is attached to the Purchase Order. She thought from talking to Dottie that Purchase Order has already been sent. At budget time it was \$47,000.00, that is what the Warrant Article is. That new quote is well over \$50,000.00. Heidi went to get the PO for the Board to Review.

Ray: I want to know about the backhoe too.

David Forbes: From what TJ told me the old one is just junk and cannot be repaired anymore.

Sue: (Back to the Bobcat), All the accessories were on the original quote, and now all of a sudden there is a new quote that is three to five thousand something more.

David Forbes: TJ also mentioned something about tariffs. Just an FYI, if you go with Bobcat you are stuck in the Bobcat environment, because their electronics are proprietary, so you cannot buy all the stuff. Whereas if you bought from someone else, your attachments can be less.

Sue: The quote we had was \$47,000.00, the one on the PO says \$52,825.00, all the accessories are there.

Heidi: brought in the quote for the Backhoe.

Ray: These should be multiple quotes.

Sue: well like David said, there is only Bobcat of NH, I already looked it up online, there is a place in Milford where you can buy a Bobcat, and there is another place, but it is in Pelham.

Heidi: TJ also said that other places would not give him quotes unless he guaranteed to buy from them.

David Forbes: Well, that was for the backhoe. Your broom is Bobcat, so if you are going to use that another year, then you need to buy a Bobcat.

Sue: Were there three quotes on the backhoe? No, TJ said a lot of companies were a lot more expensive than that one.

Ray: I have been told we are paying more than we should for this one. Significantly more, like tens of thousands of dollars. That you can buy this same backhoe for a lot cheaper money.

David Forbes: Yes, but you are leasing.

Sue: Yes, this is a lease to purchase.

David Forbes: So therefore, you are going to have to pay lease prices.

Discussion ensued.

Ray: What is new on the water situation on Spring Street.

Greg: The ground is frozen again, but everyone has water. So when the ground softens up they will have to go and put more stone there in that one spot.

Sue: So that we know how much Spring Street will cost us, I have prepared a spreadsheet for all the overtime, supplies bought, EJP for pipes, Sheldon Gray for equipment, and I gave it to Tim for tonight, but he is not here.

Maura Lachapelle: At Town Meeting the board said that you needed people for the Conservation Committee, I am interested.

Greg: Right now we don't even know if we are going to have a Conservation Commission or not because we need three people.

Heidi: You are the only one that has shown interest.

Sue: We will have interviews once we get the three people. We will want to know what is your understanding of the responsibilities of the job.

Maura Lachapelle: At Town Meeting you talked about the different phone numbers to call for police and dispatch.

Heidi gave her a magnet with the information on it. Heidi explained the process of calling dispatch and getting charged for calls, when you can call the police if you need them directly at the number on the magnet. We explained to her when you would call dispatch, police, and 911.

Non-Public Session Under RSA: 91-A:3 II (a), (b) & (c): None

Determine Date for Next Meeting: Selectmen's Meeting Wednesday, April 1, 2026, at 5:00pm.

-Water Rates Public Hearing: Monday, April 27, 2026, at 5:00pm.

Adjourned: Sue made a motion to adjourn, Ray seconded the motion, motion passed to adjourn meeting. The meeting was adjourned at 6:25pm.

6:28pm re-opened the Selectmen's Meeting so they could vote to approve the Northern Borders Dispatch Grant for Hall Stream Tower. Sue made a motion that the Town of Colebrook Selectboard approves the 2025 Homeland Security Grant for Northern Borders Dispatch in the amount of \$176,276.00. Raymond Gorman, Timothy Stevens, and Rebecca Robinson are authorized to sign documentation needed for the grant agreement and the Special Conditions-FY 2025 forms that were presented. Greg seconded the motion, motion passed.

Respectfully submitted,

Heidi Lawton

Heidi Lawton, Administrative Assistant, Town of Colebrook

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

<i>Participating Member:</i>		<i>Member Number:</i>	<i>Company Affording Coverage:</i>	
Town of Colebrook 17 Bridge Street Colebrook, NH 03576		143	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	

X	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"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH - Department of Safety 33 Hazen Drive Concord, NH 03305			Date: 4/24/2026 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax