

1. 03/10/2025 Selectboard Meeting Agenda

Documents:

[03-10-2025 AGENDA - FINAL.PDF](#)

2. 03/10/2025 Selectboard Meeting Materials

Documents:

[03-10-2025 SELECTBOARD PACKET.PDF](#)

NOTICE OF PUBLIC MEETING SELECTBOARD

Monday, March 10, 2025, at 7:00 PM
Board Room, Municipal Building
41 South Main Street, Hanover, NH

AGENDA

- 1. Opening of Meeting - 1 Minute**
 - a. Call to Order
- 2. Public Hearing – 0 Minutes**
 - a. None
- 3. Agenda Review – 3 Minutes**
 - a. Agenda Review
- 4. Announcements/Recognition – 0 Minutes**
 - a. None
- 5. Public Comment – 15 Minutes**
 - a. Public may address the Board
- 6. Business Requiring Discussion – 30 Minutes**
 - a. Presentation of the consolidated budget, including, Fire, Enterprise Funds, and Capital Reserves
 - b. Review proposed use of Undesignated Fund Balance
 - c. Review of Bressett Fund Policy
- 7. Town Manager Monthly Report – 10 Minutes**
 - a. Town Manager Report
- 8. Business Requiring Action – 60 Minutes**
 - a. Recommendation to set a Public Hearing on Monday, March 24, 2025, and April 7, 2025, if needed, for Review and Approval of the FY 2026 Budget
 - b. Consideration of the Draft Fire Department Union Contract
 - c. Acceptance of Equipment Grant Agreement from the State of New Hampshire to purchase Mobile Data Terminals for two Police Department cruisers, replacing older models
 - d. Acceptance of the State of New Hampshire Library Moose Plate Grant for \$7,694.00, Awarded for Repair and Digitization of Some of Hanover's Oldest Vital Records
 - e. Consider Affirming Resolution Strongly Objecting to the Freezing of Federal Grant Programs to States, Municipalities, and Organizations Supporting Hanover Residents, as Presented
 - f. Approval of February 24, 2025, Selectboard Minutes

9. Selectboard Reports – 15 Minutes

10. Adjournment – 1 Minute

11. Nonpublic Session – 20 Minutes

a. Move into Nonpublic Session

b. Discussion pursuant to RSA 91:1:3 II (A)(B)(D)(E)(L)

Hearing enhancement equipment is available for use by the public.

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- 3. Agenda Review – 3 Minutes**
 - a. Agenda Review
- 4. Announcements/Recognition – 0 Minutes**
 - a. None
- 5. Public Comment – 15 Minutes**
 - a. Public may address the Board
- 6. Business Requiring Discussion – 30 Minutes**
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 - c. Review of Bressett Fund Policy
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9. Selectboard Reports – 15 Minutes

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a. Move into Nonpublic Session

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Hearing enhancement equipment is available for use by the public.

TOWN *of* HANOVER

MEMORANDUM

TO: Selectboard Members
FROM: Robert Houseman, Town Manager
DATE: MARCH 6, 2025

SUBJECT: **Information for the Selectboard for March 10, 2025**

Business Requiring Discussion

a. Presentation of the Consolidated Budget, Including, Fire Fund, Enterprise Funds, and Capital Reserves

Please see additional information included in the Selectboard meeting materials packet.

b. Review Proposed use of Undesignated Fund Balance

Please see additional information included in the Selectboard meeting materials packet.

c. Bressett Fund Policy

Overview

1. Purpose:

The fund is meant to provide a yearly endowment distribution for projects, programs, and activities that enhance and enrich the lives and welfare of residents of the Hanover community.

2. Restrictions:

- a. The funds cannot be used for buildings or permanent structures (e.g., a new firehouse).
- b. The funds cannot replace or substitute for ongoing town expenses funded by tax dollars.

3. Qualifying Uses:

- a. The fund may support initiatives that enhance quality of life but do not fall under typical municipal budget items.
- b. While major capital projects are ineligible, smaller enhancements may qualify.

4. Approval & Management:

- a. The Hanover Selectboard decides on the use of the fund.
- b. The Trustees of Trust Funds (TTF) have a fiduciary duty to ensure distributions align with the trust's terms.
- c. An annual distribution of approximately 5% of the fund's value is expected but can be flexible.
- d. Unused funds roll over to future years.

Please see additional information included in the Selectboard meeting materials packet.

Town Manager Monthly Report

a. Town Manager Report

Business Requiring Action

a. Recommendation to Set a Public Hearing on Monday, March 24, 2025 and Monday, April 7, 2025, if needed, for Review and Approval of the FY 2026 Budget

Please see additional information included in the Selectboard meeting materials packet.

Action Requested: Set a Public Hearing on Monday, March 24, 2025, and Monday, April 7, 2025, if needed, for Review and Approval of the FY 2026 Budget

Suggested Motion: *I move to set a Public Hearing on Monday, March 24, 2025, and Monday, April 7, 2025, if needed, for Review and Approval of the FY 2026 Budget*

b. Consideration of the Draft Fire Department Union Contract

On February 19, 2025, the Union voted to accept the proposed contract. This contract now brings the Fire Union to parity with all other Town employees for compensation and health insurance. Please see additional information included in the Selectboard meeting materials packet.

Action Requested: **Approval of the Draft Fire Department Union Contract**

Suggested Motion: *I move to approve the Draft Fire Department Union Contract*

c. Acceptance of Grant Agreement from the State of New Hampshire to Purchase Mobile Data Terminals for two Police Cruisers, Replacing Older Models

Please see additional information included in the Selectboard meeting materials packet.

Action Requested: Acceptance of the Grant Agreement from the State of New Hampshire to Purchase Mobile Data Terminals for Two Police Department Cruisers

Suggested Motion: *I move to accept the Grant Agreement, from the State of New Hampshire to Purchase Mobile Data Terminals for Two Police Department Cruisers*

d. Acceptance of the State of New Hampshire Library Moose Plate Grant for \$7,694.00, Awarded for Repair and Digitization of Some Hanover's Oldest Vital Records

Please see additional information included in the Selectboard meeting materials.

Action Requested: Acceptance of the State of New Hampshire Library Moose Plate Grant

Suggested Motion: *I move to accept the State of New Hampshire Library Moose Plate Grant*

e. Consider Affirming the Resolution Strongly Objecting to the Freezing of Federal Grant Programs to States

Please see additional information included in the Selectboard meeting materials.

Action Requested: Consider Affirming Resolution Strongly Objecting the Freezing of Federal Grant Programs to States, Municipalities, and Organizations Supporting Hanover Residents, as Presented

Suggested Motion: *I move that the Hanover Selectboard hereby adopts this Resolution objecting to the freezing of federal grant programs to states, municipalities, and organizations that support Hanover residents, as presented.*

Suggested Motion: *I move that the Hanover Selectboard shall seek additional support for this Resolution from other New Hampshire municipalities and organizations, in an effort to build as broad of a coalition as possible prior to*

forwarding the resolution to the named representatives no later than April 1, 2025

f. Approval of February 24, 2025, Selectboard Minutes

Action Requested: Approve February 24, 2025, Selectboard Minutes

Suggested Motion: *I move to approve the February 24, 2025, Selectboard Minutes as written.*

Selectboard Reports

INTEROFFICE MEMORANDUM

TO: SELECTBOARD

FROM: ELLEN BULLION AND ROB HOUSEMAN

SUBJECT: FISCAL YEAR 2026 BUDGET UPDATE

DATE: 3/10/2025

Tonight's review of the FY2026 budget will include updates to the General Fund as well as a review of the Fire, Parking, Water, Sewer and Ambulance Funds. A summary for each fund follows and they include a comparison to the FY2025 budget as well as tax rate impacts, where appropriate. In addition, the calculation of each fund's Unassigned Fund Balance is provided.

At a high level, this chart provides an overall view of the current FY2026 budget. The General Fund tax remains at \$4.88, a 5.3% increase over Tax Year 2024.

TOWN OF HANOVER FY2026 BUDGET OVERVIEW							
3/10/2025							
REVENUES	General Fund	Fire Fund	Parking Fund	Water Fund	Sewer Fund	Ambulance Fund	Total
Tax Levy	13,472,137	4,328,108	93,180				17,893,425
Fees	4,617,908	217,544	2,259,038	2,455,539	3,252,090	1,292,764	14,094,883
State Support	1,260,752	-	-	-	100,000	-	1,360,752
Use of FB	1,873,255	-	84,401	-	615,000	72,875	2,645,531
From Capital Reserve Funds	712,176	101,668	77,400	706,500	80,000	-	1,677,744
Other	1,196,220	23,800	11,200	104,800	74,738	-	1,410,758
TOTAL REVENUES	23,132,448	4,671,120	2,525,219	3,266,839	4,121,828	1,365,639	39,083,093
APPROPRIATIONS	General Fund	Fire Fund	Parking Fund	Water Fund	Sewer Fund	Ambulance Fund	Total
Personnel	15,251,819	3,188,434	649,481	608,780	904,595	848,091	21,451,200
Operating	4,213,569	1,219,018	1,387,498	985,951	1,577,544	354,548	9,738,128
Capital	3,285,351	263,668	161,400	1,216,170	1,058,567	163,000	6,148,156
Debt Service	78,454	-	326,840	455,938	581,122	-	1,442,354
Non- Operating	303,255	-	-	-	-	-	303,255
TOTAL APPROPRIATIONS	23,132,448	4,671,120	2,525,219	3,266,839	4,121,828	1,365,639	39,083,093
FY2025	20,914,464	4,730,385	2,327,061	2,611,231	3,796,031	1,233,987	35,613,159
\$ CHANGE	2,217,984	(59,265)	198,158	655,608	325,797	131,652	3,469,934
% CHANGE	10.6%	-1.3%	8.5%	25.1%	8.6%	10.7%	9.7%

We will follow up on Monday with a summary of the changes included in each fund's budget. Please let us know if you have any questions.

TOWN OF HANOVER FY2026 BUDGET OVERVIEW
3/10/2025

REVENUES	General Fund	Fire Fund	Parking Fund	Water Fund	Sewer Fund	Ambulance Fund	Total
Tax Levy	13,472,137	4,328,108	93,180				17,893,425
Fees	4,617,908	217,544	2,259,038	2,455,539	3,252,090	1,292,764	14,094,883
State Support	1,260,752	-	-	-	100,000	-	1,360,752
Use of FB	1,873,255	-	84,401	-	615,000	72,875	2,645,531
From Capital Reserve Funds	712,176	101,668	77,400	706,500	80,000	-	1,677,744
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Personnel	15,251,819	3,188,434	649,481	608,780	904,595	848,091	21,451,200
Operating	4,213,569	1,219,018	1,387,498	985,951	1,577,544	354,548	9,738,128
Capital	3,285,351	263,668	161,400	1,216,170	1,058,567	163,000	6,148,156
Debt Service	78,454	-	326,840	455,938	581,122	-	1,442,354
Non- Operating	303,255	-	-	-	-	-	303,255
TOTAL APPROPRIATIONS	23,132,448	4,671,120	2,525,219	3,266,839	4,121,828	1,365,639	39,083,093
<i>FY2025</i>	<i>20,914,464</i>	<i>4,730,385</i>	<i>2,327,061</i>	<i>2,611,231</i>	<i>3,796,031</i>	<i>1,233,987</i>	<i>35,613,159</i>
<i>\$ CHANGE</i>	<i>2,217,984</i>	<i>(59,265)</i>	<i>198,158</i>	<i>655,608</i>	<i>325,797</i>	<i>131,652</i>	<i>3,469,934</i>
<i>% CHANGE</i>	<i>10.6%</i>	<i>-1.3%</i>	<i>8.5%</i>	<i>25.1%</i>	<i>8.6%</i>	<i>10.7%</i>	<i>9.7%</i>

TOWN OF HANOVER GENERAL FUND FY2026 BUDGET

2024 Municipal Tax Rate	\$4.64
Tax Year 2024 NAV	2,734,814,395
\$ Increase in Net Assessed Valuation (NAV)	24,645,000
Use of Undesignated Fund Balance	1,873,255
ADDITIONAL GENERAL FUND TAX LEVY REQUIRED TO BALANCE	13,472,137
Additional ¢ to General Fund Tax Rate	\$0.24
Additional % to General Fund Tax Rate	5.3%

	Adopted FY25 BUDG	%	\$	Proposed FY26 BUDG	If No Revenue Growth	
					Add'l ¢ to Tax Rate	Add'l % to Tax Rate
APPROPRIATIONS						
Personnel Costs						
Salaries & Wages (incl. budgeted overtime)	10,286,820	0.0%	2,721	10,289,541	0.00	0.0%
Employee Benefits - Flexible Benefits Plan	2,234,606	14.7%	327,784	2,562,389	0.12	2.6%
Employee Benefits - Social Security/FICA	573,941	18.3%	104,772	678,713	0.04	0.8%
Employee Benefits - NHRS Contributions	1,597,302	-1.9%	(30,535)	1,566,767	(0.01)	-0.2%
Employee Benefits - 401A, Wkrs Comp, other	172,564	-10.5%	(18,155)	154,409	(0.01)	-0.1%
Subtotal Salaries and Benefits	14,865,233	2.6%	386,587	15,251,819	0.14	3.0%
Other Operating Costs						
Road Mtce, Paving and Reconstruction	974,333	0.9%	9,007	983,340	0.00	0.1%
Utilities (fuel, heat & oil, electricity)	396,785	-1.1%	(4,208)	392,577	(0.00)	0.0%
Ambulance Services - Hanover Contribution	361,220	7.0%	25,285	386,505	0.01	0.2%
Planning & Zoning Consulting Fees	155,000	64.2%	99,500	254,500		
All Other Operating Costs	2,138,714	2.7%	57,932	2,196,645	0.02	0.5%
Subtotal Other Operating Costs	4,026,052	4.7%	187,517	4,213,568	0.07	1.5%
Non-Operating Costs						
Debt Service	80,019	-2.0%	(1,565)	78,454	(0.00)	0.0%
Transfers TO Capital Reserve Funds	910,700	182.5%	1,662,475	2,573,175	0.60	13.0%
Transfer TO Expendable Trusts	79,318	-7.6%	(6,063)	73,255	(0.00)	0.0%
Capital Purchases Funded by Reserves	821,889	-13.3%	(109,713)	712,176	(0.04)	-0.9%
Special Project Funded by Bressett Fund	131,253	75.2%	98,747	230,000	0.04	0.8%
Subtotal Non-Operating Costs	2,023,179	81.3%	1,643,881	3,667,060	0.60	12.8%
TOTAL GENERAL FUND APPROPRIATIONS	20,914,464	10.6%	2,217,984	23,132,448	0.81	17.5%
REVENUES						
State of New Hampshire	1,219,000	3.4%	41,752	1,260,752	0.02	0.3%
Short Term Interest	600,000	0.0%	0	600,000	-	0.0%
Parks & Recreation Fees (>\$50k)	928,900	-18.5%	(171,808)	757,092	(0.06)	-1.3%
Other Third-Party Revenues (>\$50k)	1,042,647	6.5%	68,169	1,110,816	0.02	0.5%
Motor Vehicle Registration Fees	1,600,000	12.5%	200,000	1,800,000	0.07	1.6%
Building & Zoning Permit Fees	600,000	41.7%	250,000	850,000	0.09	2.0%
Other Local Fees and Fines (>\$50k)	100,000	0.0%	0	100,000	-	0.0%
Miscellaneous Revenues	764,837	-22.0%	(168,617)	596,220	(0.06)	-1.3%
Transfers FROM Capital Reserve Funds	821,889	-13.3%	(109,713)	712,176	(0.04)	-0.9%
Other—Undesignated Fund Balance Used	458,000	309.0%	1,415,255	1,873,255	0.51	11.1%
Municipal General Fund Tax Levy	12,779,191	5.4%	692,946	13,472,137	0.25	5.4%
TOTAL GENERAL FUND REVENUES	20,914,464	10.6%	2,217,984	23,132,448	0.80	17.3%

TOWN OF HANOVER FIRE FUND FY2026 BUDGET

	Fire District I	Fire District II	Fire District III	Total
2024 Fire District Tax Rate	\$ 1.59	\$ 1.41	\$ 0.70	
Tax Year 2024 NAV	1,976,979,649	735,495,935	22,299,991	2,734,775,575
\$ Increase in Net Assessed Valuation (NAV)	22,714,255	1,882,567	57,079	24,653,901
Tax Year 2025 Est. NAV	1,999,693,904	737,378,502	22,357,070	2,759,429,476
FIRE FUND TAX LEVY REQUIRED TO BALANCE	3,239,610	1,072,352	16,146	4,328,108
Tax Year 2025 Est. Fire Fund Tax Rate	1.62	1.45	0.72	1.57
Tax Year 2025 Est. Total Blended Tax Rate	\$ 6.50	\$ 6.33	\$ 5.60	
Tax Year 2024 Total Blended Tax Rate	\$ 6.23	\$ 6.05	\$ 5.34	
% Increase	4.3%	4.7%	4.9%	

	Adopted FY25 BUDG	%	\$ Change	Proposed FY26 BUDG	If No Revenue Growth	
					Add'l \$ to Tax Rate	Add'l % to Tax Rate
APPROPRIATIONS						
<i>Personnel Costs</i>						
Salaries & Wages (incl. budgeted overtime)	2,410,743	2.6%	63,722	2,474,465	0.02	0.5%
Employee Benefits - Flexible Benefits Plan	583,146	12.7%	74,204	657,350	0.03	0.6%
Employee Benefits - Social Security/FICA	37,643	7.5%	2,824	40,467	0.00	0.0%
Employee Benefits - NHRS Contributions	704,249	0.1%	389	704,638	0.00	0.0%
Employee Benefits - 401A, Wkrs Comp, other	161,131	-0.9%	(1,527)	159,604	(0.00)	0.0%
Charges to Ambulance Fund	(814,382)	4.1%	(33,709)	(848,091)	(0.01)	-0.3%
Subtotal Salaries and Benefits	3,082,530	3.4%	105,904	3,188,434	0.04	0.8%
<i>Other Operating Costs</i>						
Fire Suppression Hydrant System	377,800	-8.2%	(30,800)	347,000	(0.01)	-0.2%
Utilities (fuel, heat & oil, electricity) & Bldg Maintenance	160,413	-7.7%	(12,413)	148,001	(0.00)	-0.1%
Charges from General Fund	337,448	22.1%	74,657	412,105	0.03	0.6%
Fire Suppression Equipment, Clothing & Supplies	124,572	2.6%	3,268	127,840	0.00	0.0%
All Other Operating Costs	178,520	3.1%	5,552	184,072	0.00	0.0%
Subtotal Other Operating Costs	1,178,753	3.4%	40,264	1,219,018	0.01	0.3%
<i>Non-Operating Costs</i>						
Transfers TO Capital Reserve Funds	162,000	0.0%	0	162,000	-	0.0%
Capital Purchases Funded by Reserves	314,102	-67.6%	(212,434)	101,668	(0.08)	-1.7%
Subtotal Non-Operating Costs	476,102	-44.6%	(212,434)	263,668	(0.08)	-1.7%
TOTAL FIRE FUND APPROPRIATIONS	4,737,385	-1.4%	(66,265)	4,671,119	(0.02)	-0.5%
REVENUES						
Fire Fund Tax Levy	4,192,361	3.2%	135,747	4,328,108	0.05	1.1%
Alarm & Inspection Fees	68,653	31.1%	21,347	90,000	0.01	0.2%
Private Hydrant Rentals	129,331	-1.4%	(1,787)	127,544	(0.00)	0.0%
Payment in Lieu of Taxes	25,938	-8.2%	(2,138)	23,800	(0.00)	0.0%
Transfers FROM Capital Reserve Funds	314,102	-67.6%	(212,434)	101,668	(0.08)	-1.7%
TOTAL FIRE FUND REVENUES	4,730,385	-1.3%	(59,265)	4,671,119	(0.02)	-0.5%

TOWN OF HANOVER WATER FUND FY2026 BUDGET

<i>FY2025 Water Use Charges</i>	2,092,589	
<i>3% Increase to Balance Fund</i>	62,777	3.0%
<i>4% Increase to Defray Future Debt Burden</i>	83,704	4.0%
<i>Phased Increase of Quarterly Base Rate</i>	95,000	4.5%
<i>FY2026 Water Use Charges</i>	2,334,069	11.5%

	Adopted FY25 BUDGET	%	\$ Change	Proposed FY26 BUDGET
		Change		
APPROPRIATIONS				
<i>Personnel Costs</i>				
Salaries & Wages (incl. budgeted overtime)	361,201	7.3%	26,317	387,517
Employee Benefits - Flexible Benefits Plan	124,498	10.4%	12,952	137,450
Employee Benefits - Social Security/FICA	27,632	7.3%	2,013	29,645
Employee Benefits - NHRS Contributions	48,762	1.3%	646	49,408
Employee Benefits - 401A, Wkrs Comp, other	3,937	20.9%	822	4,759
<i>Subtotal Salaries and Benefits</i>	566,029	7.6%	42,750	608,780
<i>Other Operating Costs</i>				
Payment In Lieu of Taxes	269,517	3.5%	9,433	278,950
Utilities, Supplies and Services	354,424	4.9%	17,423	371,847
Charges to Fire Fund	(377,800)	-8.2%	30,800	(347,000)
Charges from General Fund	577,480	-5.6%	(32,137)	545,343
All Other Operating Costs	152,236	-10.1%	(15,425)	136,811
<i>Subtotal Other Operating Costs</i>	975,857	1.0%	10,094	985,951
<i>Non-Operating Costs</i>				
Debt Service	455,945	0.0%	(7)	455,938
Transfers TO Capital Reserve Funds	321,000	58.8%	188,670	509,670
Capital Purchases Funded by Reserves	292,400	141.6%	414,100	706,500
<i>Subtotal Non-Operating Costs</i>	1,069,345	56.4%	602,763	1,672,108
TOTAL WATER FUND APPROPRIATIONS	2,611,231	25.1%	655,608	3,266,839
REVENUES				
Water Use Charges	2,092,589	11.5%	241,480	2,334,069
Sprinkler System Revenues	121,443	0.0%	27	121,470
Transfer from Water Capital Reserve Fund	292,400	141.6%	414,100	706,500
Water Outside Project Revenue	50,000	0.0%	-	50,000
Other--Undesignated Fund Balance Used	-	0.0%	-	-
Miscellaneous Revenues	54,800	0.0%	-	54,800
TOTAL WATER FUND REVENUES	2,611,232		655,607	3,266,839

TOWN OF HANOVER SEWER FUND FY2026 BUDGET

<i>FY2025 Sewer Use Charges</i>	3,039,173	
<i>3.1% Increase to Balance Fund</i>	92,830	3.1%
<i>4% Increase to Defray Future Debt Burden</i>	121,567	4.0%
<i>FY2026 Sewer Use Charges</i>	3,253,570	7.1%

	Adopted FY25 BUDGET	% Change	\$ Change	Proposed FY26 BUDGET
APPROPRIATIONS				
<i>Personnel Costs</i>				
Salaries & Wages (incl. budgeted overtime)	553,267	4.9%	27,079	580,345
Employee Benefits - Flexible Benefits Plan	166,762	18.3%	30,501	197,263
Employee Benefits - Social Security/FICA	42,325	4.9%	2,075	44,400
Employee Benefits - NHRS Contributions	74,691	-0.9%	(697)	73,994
Employee Benefits - 401A, Wkrs Comp, other	8,360	2.8%	233	8,593
<i>Subtotal Salaries and Benefits</i>	845,404	7.0%	59,191	904,595
<i>Other Operating Costs</i>				
Utilities, Supplies, Maintenance and Services	492,266	-0.3%	(1,559)	490,707
Sludge Disposal	89,218	62.3%	55,598	144,816
Professional Services	-	0.0%	115,000	115,000
Charges from General Fund	806,807	-8.3%	(66,800)	740,007
Sewer Outside Project Expense	50,000	0.0%	-	50,000
All Other Operating Costs	35,707	3.7%	1,307	37,014
<i>Subtotal Other Operating Costs</i>	1,473,998	7.0%	103,546	1,577,544
<i>Non-Operating Costs</i>				
Debt Service	596,629	-2.6%	(15,507)	581,122
Transfers TO Capital Reserve Funds	307,000	218.8%	671,567	978,567
Capital Purchases Funded by Reserves	573,000	-86.0%	(493,000)	80,000
<i>Subtotal Non-Operating Costs</i>	1,476,629	11.0%	163,060	1,639,689
TOTAL SEWER FUND APPROPRIATIONS	3,796,031	8.6%	325,796	4,121,828
REVENUES				
Hanover Sewer Use Charges	2,156,726	7.0%	151,145	2,307,871
Lebanon Sewer Use Charges	882,447	7.0%	61,771	944,219
Transfer from Sewer Capital Reserve Fund	573,000	-86.0%	(493,000)	80,000
State Aid Water Pollution Grant	103,858	-3.7%	(3,858)	100,000
Sewer Outside Project Revenue	50,000	0.0%	-	50,000
Other--Undesignated Fund Balance Used	-	0.0%	615,000	615,000
Miscellaneous Revenues	30,000	-17.5%	(5,262)	24,738
TOTAL SEWER FUND REVENUES	3,796,031	8.6%	325,796	4,121,828

TOWN OF HANOVER AMBULANCE FUND FY2026 BUDGET

	Adopted FY25 BUDGET	% Change	\$ Change	Proposed FY26 BUDGET
APPROPRIATIONS				
<i>Personnel Costs</i>				
Salaries & Wages (incl. budgeted overtime)	-	0.0%	-	-
Employee Benefits - Flexible Benefits Plan	-	0.0%	-	-
Employee Benefits - Social Security/FICA	-	0.0%	-	-
Employee Benefits - NHRS Contributions	-	0.0%	-	-
Employee Benefits - 401A, Wkrs Comp, other	-	0.0%	-	-
Charges from Fire Fund	814,382	4.1%	33,709.00	848,091
<i>Subtotal Salaries and Benefits</i>	814,382	4.1%	33,709	848,091
<i>Other Operating Costs</i>				
Vehicular & Technical Rescue Equipment	67,800	70.4%	47,709	115,509
Professional & Contracted Services	52,056	5.8%	3,000	55,056
Professional Development	46,345	0.0%	-	46,345
Charges from General Fund	119,553	10.0%	11,935	131,488
All Other Operating Costs	5,851	5.1%	299	6,150
<i>Subtotal Other Operating Costs</i>	291,605	21.6%	62,943	354,548
<i>Non-Operating Costs</i>				
Debt Service	-	0.0%	-	-
Transfers TO Capital Reserve Funds	128,000	27.3%	35,000.00	163,000.00
Capital Purchases Funded by Reserves	-	0.0%	-	-
<i>Subtotal Non-Operating Costs</i>	128,000	27.3%	35,000	163,000
<i>TOTAL AMBULANCE FUND APPROPRIATIONS</i>	1,233,987	10.7%	131,652	1,365,639
REVENUES				
Hanover Community Per Capita Fees	361,220	7.0%	25,285	386,505
Lyme/Norwich Per Capita Fees	243,956	7.0%	17,077	261,033
Ambulance Service Charges	600,250	7.5%	44,975	645,225
Other--Undesignated Fund Balance Used	28,561	155.2%	44,314	72,875
<i>TOTAL AMBULANCE FUND REVENUES</i>	1,233,987	10.7%	131,652	1,365,639

TOWN OF HANOVER PARKING FUND FY2026 BUDGET

	Adopted FY25 BUDGET	% Change	\$ Change	Proposed FY26 BUDGET
APPROPRIATIONS				
<i>Personnel Costs</i>				
Salaries & Wages (incl. budgeted overtime)	409,191	7.4%	30,161	439,352
Employee Benefits - Flexible Benefits Plan	88,164	31.5%	27,788	115,952
Employee Benefits - Social Security/FICA	30,370	-10.3%	(3,123)	27,247
Employee Benefits - NHRS Contributions	55,241	13.1%	7,237	62,478
Employee Benefits - 401A, Wkrs Comp, other	4,468	-0.4%	(16)	4,452
<i>Subtotal Salaries and Benefits</i>	587,434	10.6%	62,047	649,481
<i>Other Operating Costs</i>				
Parking Supplies, Maintenance and Services	106,798	0.9%	1,011	107,809
Garage Utilities, Supplies, Maintenance and Services	170,466	2.9%	4,984	175,450
Advanced Transit & Downtown Mobility	359,056	-7.0%	(25,000)	334,056
Parking System & Garage Consulting	18,000	472.2%	85,000	103,000
Credit Card & Banking Fees	276,400	12.7%	35,100	311,500
Charges from General Fund	314,970	0.8%	2,618	317,588
All Other Operating Costs	34,701	9.8%	3,394	38,095
<i>Subtotal Other Operating Costs</i>	1,280,391	8.4%	107,107	1,387,498
<i>Non-Operating Costs</i>				
Debt Service	311,036	5.1%	15,804	326,840
Transfers TO Capital Reserve Funds	84,000	0.0%	0	84,000
Capital Purchases Funded by Reserves	64,200	20.6%	13,200	77,400
<i>Subtotal Non-Operating Costs</i>	459,236	6.3%	29,004	488,240
TOTAL PARKING FUND APPROPRIATIONS	2,327,061	8.5%	198,158	2,525,219
REVENUES				
Parking Meter Revenue	1,050,000	5.2%	55,000	1,105,000
Surface Lot Permit Revenue	178,920	3.0%	5,368	184,288
Parking Garage Revenue	591,440	3.9%	22,960	614,400
Parking Fines	345,000	3.0%	10,350	355,350
TIF District Tax Revenue	85,000	9.6%	8,180	93,180
Transfer FROM Capital Reserve Fund	64,200	20.6%	13,200	77,400
Other--Undesignated Fund Balance Used	-	0.0%	84,402	84,402
Miscellaneous Revenues	12,501	-10.4%	(1,301)	11,200
TOTAL PARKING FUND REVENUES	2,327,061	8.5%	198,158	2,525,219

Town of Hanover FY2026

Undesignated Fund Balances- Schedule of Available (Non-Committed) Balances

General Fund

Unaudited Fund Balance @ June 30, 2024	\$ 4,967,592
FY2025 Budgeted Draw from Undesignated F/B	\$ (458,000)
Additional FY2025 Revenue	
Meals and Rooms	\$ 183,277
Short-term Interest Income	\$ 200,000
Motor Vehicle Registrations	\$ 100,000
Projected June 30, 2025 Undesignated F/B	\$ 4,992,869

Proposed FY2026 Budgeted Draw from Undesig F/B	\$ (1,879,318)
Deposit to Conservation Fund	\$ (22,592)
Deposit to Land & Capital Improvement Fund	\$ (22,592)
Deposit to Municipal Transportation Fund	\$ (34,135)
Deposit to Building Capital Reserve Fund	\$ (1,500,000)
Contingency Fund	\$ (100,000)
Digitization of Planning Documents	\$ (200,000)

\$ 3,113,551 *PROJ FYE26 UNDESIGNATED GENERAL FUND BALANCE*

FY2024 Budgeted General Fund Expenditures	\$ 19,638,188
less: General Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	(1,269,000)

\$ 18,369,188 16.95% *UNDESIGNATED GENERAL FUND BAL OVER EXPENDITURES*

Fire Fund

Unaudited Fund Balance @ June 30, 2024	\$ 865,357
FY2025 Budgeted Draw from Undesig F/B	\$ -
Proposed FY2026 Budgeted Draw from Undesig F/B	\$ -

\$ 865,357 *PROJ FYE26 UNDESIGNATED FIRE FUND BALANCE*

FY2024 Budgeted Fire Fund Expenditures	\$ 4,172,218
less: Fire Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	\$ (15,500)

\$ 4,156,718 20.82% *UNDESIGNATED FIRE FUND BALANCE OVER EXPENDITURES*

Town of Hanover FY2026

Undesignated Fund Balances- Schedule of Available (Non-Committed) Balances

Ambulance Fund

Unaudited Fund Balance @ June 30, 2024	\$ 214,200
FY2025 Budgeted Draw from Undesig F/B	\$ (28,561)
Projected June 30, 2025 Undesignated F/B	\$ 185,639

Proposed FY2026 Budgeted Draw from Undesig F/B	\$ (72,875)
2 Video Laryngoscopes, BIPAP & Auto Ventilator	\$ (39,853)
Use of F/B to Balance Fund	\$ (33,022)

\$ 112,764 *PROJ FYE26 UNDESIGNATED AMBULANCE FUND BALANCE*

FY2024 Budgeted Ambul Fund Expenditures	\$ 1,145,751
less: Ambulance Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	\$ -

\$ 1,145,751 9.84% *UNDESIGNATED AMBUL FUND BALANCE OVER EXPENDITURES*

Water Utility Fund

Unaudited Fund Balance @ June 30, 2024	\$ 360,290
FY2025 Budgeted Draw from Undesig F/B	\$ -
Proposed FY2026 Budgeted Draw from Undesig F/B	\$ -

\$ 360,290 *PROJ FYE26 UNDESIGNATED WATER FUND BALANCE*

FY2024 Budgeted Water Fund Expenditures	\$ 2,745,419
less: Water Utility Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	\$ (487,000)

\$ 2,258,419 15.95% *UNDESIGNATED WATER FUND BALANCE OVER EXPENDITURES*

Town of Hanover FY2026

Undesignated Fund Balances- Schedule of Available (Non-Committed) Balances

Water Reclamation Facility - WRF - (Sewer) Fund

Unaudited Fund Balance @ June 30, 2024	\$	1,188,423	
FY2025 Budgeted Draw from Undesig F/B	\$	-	
Proposed FY2026 Budgeted Draw from Undesig F/B	\$	(615,000)	
Transfer to Sewer CRF to Defray Future Debt Service	\$	(500,000)	
Sewer Capacity Study Phase I	\$	(115,000)	
	\$	573,423	PROJ FYE26 UNDESIGNATED WRF FUND BALANCE
FY2024 Budgeted WRF Fund Expenditures	\$	3,534,739	
less: WRF Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	\$	(304,000)	
	\$	3,230,739	17.75% UNDESIGNATED WRF FUND BALANCE OVER EXPENDITURES

Note: in addition, \$1M has been set aside from WRF UFB for future capital projects; the above figures do NOT include these funds.

Parking Fund

Unaudited Fund Balance @ June 30, 2024	\$	157,121	
FY2025 Budgeted Draw from Undesig F/B	\$	-	
Additional FY2025 Revenue			
Temporary Parking Revenue	\$	100,000	
Projected June 30, 2025 Undesignated F/B	\$	257,121	
Proposed FY2026 Budgeted Draw from Undesig F/B	\$	(84,401)	
	\$	172,720	PROJ FYE26 UNDESIGNATED PARKING FUND BALANCE
FY2024 Budgeted Parking Fund Expenditures	\$	2,580,907	
less: Parking Fund Expenditures Funded from Capital Reserve Fund, Trust Funds, and Other Reserve Funds	\$	(520,000)	
	\$	2,060,907	8.38% UNDESIGNATED PARKING FUND BALANCE OVER EXPENDITURES \$ 129,045.35

**Hanover Selectboard
Trustee of Trust Funds
Guidelines for Management of the Bressett Fund**

In 2016/2017 Lou and Anne Bressett made a wonderful gift of approximately \$4.2 million to the Town of Hanover to establish the Lou and Ann Bressett Memorial Endowment Fund (the “Fund”). Town Staff, the Selectboard, and the Trustees of Trust Funds (TTF) have met several times to discuss the correct interpretation of the Trust document. On several occasions the group was joined by attorney Nick Harvey who helped the Bressett Family craft the trust document (attached as Appendix A).

Discussion

The trust document states the purpose of the fund as follows: “The purpose of the Fund shall be to provide a yearly endowment distribution to be used for projects, programs, and activities which enhance and enrich the lives and welfare of residents of the Hanover Community”. The trust goes on to welcome: “any projects, activities and programs, which enhance the knowledge, health, education and civic awareness for those living in the Hanover community.”

The trust also gives guidance on projects, programs and activities which would not qualify for disbursement: “The annual distribution shall be used to supplement and enhance the quality of life and not substitute nor replace programs and activities carried out by the town. The resources shall be used for projects, activities, and programs rather than for buildings or permanent structures.”

The trust also gives guidance on the amount of yearly distributions: “The annual endowment distribution shall be approximately Five Percent (5%) of the value of the assets” and “although it is generally anticipated that there will be an annual endowment distribution, this shall be flexible so that the distribution may be held and accumulated in order to enable a greater distribution in a later year.”

The trust also gives very broad responsibility to the Selectboard: “The use and distribution of the annual endowment shall be determined in the sole discretion by the then serving members of the Hanover Selectboard.” State law, however, stipulates that the Trustees of Trust Funds (TTF) have a fiduciary responsibility to assure that funded projects and the total amounts spent are consistent with the terms of the Trust.

The Selectboard and TTF reached out to Mr. Harvey for additional guidance.

In speaking with attorney Harvey about the use of the gift, his advice was as follows:

- First and foremost, respect the intent of the gift: “The purpose of the Fund shall be to provide a yearly endowment distribution to be used for projects, programs, and activities which enhance and enrich the lives and welfare of residents of the Hanover Community.”
- The wording of the trust document was thoughtfully prepared to serve as a guideline, but with flexibility to accommodate a perpetual timeframe and the varying needs of the community.
- The Bressett’s intended restrictions were that the Fund not be used for brick and mortar building projects (such as a new fire house), nor to substitute or replace funding for ongoing

town expenses such as electricity or road salt. All other projects, programs and activities were welcomed.

- Lou and Anne wanted the money to be spent ambitiously and not be used as a rainy-day fund.

To honor the intended spirit of the trust and State law, the Selectboard and Trustee of Trust Funds have adopted the following guidelines:

Qualifying Disbursements:

Qualifying Disbursements will be for projects, programs and activities that meet the purpose of the Fund as stated above.

The Selectboard, as part of its annual budgeting process, will identify projects to be funded from the Fund which they believe meet the purpose of the Fund. The TTF will opine prior to the final Budget Hearing each year if they agree that the recommended projects are qualifying disbursements.

While “buildings and permanent structures” are restricted by a strict reading of the trust, they can come in many shapes and sizes. “Major” projects will be ineligible for funding while “minor” projects will be welcomed. The Select Board and TTF will judge each project based on its total cost and useful life. By way of example, funds will not be used for a new fire house but may be used for projects such as baseball dugouts or park gazebos.

Honoring the intent of the trust that funds not be used to “substitute nor replace programs carried out by the town” is also open to interpretation. We do not believe that it is the intent of the trust to disqualify projects or activities on the basis that they might otherwise have been funded from taxes. Indeed, it is our expectation that qualifying projects or activities will be of high priority to the town, and thus would have had the potential for inclusion in the budget at some point, but that the Fund gives the town the ability to do these projects sooner than later. By way of example, while buying road salt would clearly not be a qualifying disbursement, the use of funds to provide additional pedestrian safety such as improved lighting around the green or enhanced cross walks will qualify even though the town might have chosen to fund these same projects at some time had Bressett funding not been available.

Disbursements may be used for partial funding of mixed use (Town funds and Bressett Funds) qualifying disbursements. Bressett Funds shall not be used to fund the same qualifying disbursement for more than three years.

Distributions:

Funds available for spending each year will be determined based on a three-year rolling average of the Fair Market Value as of June 30th and a 5% withdrawal rate. Funds not used in any given year will be carried forward and added to the amount available in subsequent years.

The Trustees of Trust Funds will provide to the Selectboard by September 1st, a report of funds available for distribution in the upcoming fiscal year. This amount will be determined using the spread sheet attached as appendix B.

It is our intent to maintain the long term purchasing power of the Fund as stated below. To accomplish this the value of the Fund, the consumer price index (CPI), the municipal cost index (MCI) and expenditures will be tracked using the spread sheet attached as appendix C.

Investment:

As governed by NH law, investment of the Fund assets will be overseen by the Trustees of Trust Funds. The Trustees of Trust Funds have stated their objective for the investment and distribution strategy for the Fund is to maintain the long term purchasing power of the Endowment and to provide a stable flow of funds to support qualifying projects.

The funds will be invested in conformance with the Investment Policy adopted by the Trustees of Trust Funds on an annual basis. Trustees will provide an annual report by January 31st of each year to the Selectboard regarding the Fund's fair market value at December 31st and the prior years' investment returns, along with any recommendations for changes in the Investment and/or Distribution Strategy.

Role of Trustees of Trust Funds:

As governed by NH law, the Trustees' fiduciary relationship is not limited to the custody and investment of the monies. The fiduciary obligation extends to insuring the funds are used in accordance with the trust documents and the paying over of those funds to Town officials. To that end, the Selectboard will submit their requests for disbursements from the Bressett Fund with a description of how the funds will be expended, along with a written certification that the use of the funds is in accordance with the terms of the trust. By relying on this certification (attached as appendix D), the Trustees will have properly discharged their fiduciary responsibility if they then pay over the requested fund.

Modification to the Guidelines

In the event that either the Selectboard or TTF want to make changes to these guidelines they shall notify the other party and hopefully reach agreement on the desired changes.

Adopted by:

Selectboard by vote on: January 28, 2019

Trustees of Trust Funds by vote on: January 8, 2019

APPENDIX A

All of the remaining trust property shall be distributed to the Town of Hanover Trust Funds for the purpose of establishing the Lou and Ann Bressett Memorial Endowment Fund, which shall be a perpetual endowment fund.

The purpose of said Fund shall be to provide a yearly endowment distribution to be used for projects, programs and activities which enhance and enrich the lives and welfare of residents of the Hanover community. The annual distribution shall be used to supplement and enhance the quality of life and not substitute nor replace programs and activities carried out by the Town of Hanover. The resources shall be used for projects, activities and programs rather than for buildings or permanent structures. By way of example, without intending to impose limitations, such projects, activities and programs shall include those conducted at the Black Community Center for all ages of people, supplemental activities and books for the Howe Library, extra-curricular activities, together with any projects, activities and programs, which enhance the knowledge, health, education and civic awareness for those living in the Hanover community.

Although it is generally anticipated that there will be an annual endowment distribution, this shall be flexible so that the distribution may be held and accumulated in order to enable a greater distribution in a later year.

Annette D. Bressett Trust

Page 3

(revocable trust)
language

The annual endowment distribution shall be approximately Five Percent (5%) of the value of the assets held in this Fund each year, subject to adjustment by the Hanover Board of Selectpersons. The use and distribution of the annual endowment shall be determined in the sole discretion by the then serving members of the Hanover Selectboard.

APPENDIX A

(CRUT)
Language

5. Distribution to Charity. Upon the death of the Recipient, the trustee shall distribute all of the then principal and income of the trust (other than any amount due the Recipient's estate if any under the provisions above) to the following charitable organization(s):

One Hundred Percent (100%) to the Town of Hanover Trust Funds for the purpose of establishing the Lou and Ann Bressett Memorial Endowment Fund, which shall be a perpetual endowment fund.

The purpose of said Fund shall be to provide a yearly endowment distribution to be used for projects, programs and activities which enhance and enrich the lives and welfare of residents of the Hanover community. The annual distribution shall be used to supplement and enhance the quality of life and not substitute nor replace programs and activities carried out by the Town of Hanover. The resources shall be used for projects, activities and programs rather than for buildings or permanent structures. By way of example, without intending to impose limitations, such projects, activities and programs shall include those conducted at the Black Community Center for all ages of people, supplemental activities and books for the Howe Library, extra-curricular activities, together with any projects, activities and programs, which enhance the knowledge, health, education and civic awareness for those living in the Hanover community.

Although it is generally anticipated that there will be an annual endowment distribution, this shall be flexible so that the distribution may be held and accumulated in order to enable a greater distribution in a later year.

The annual endowment distribution shall be approximately Five Percent (5%) of the value of the assets held in this Fund each year, subject to adjustment by the Hanover Board of Selectpersons. The use and distribution of the annual endowment shall be determined in the sole discretion by the then serving members of the Hanover Selectboard.

Lou and Ann Bressett Memorial Endowment Fund - Appendix B (updated 1/2021)

<u>Valuation Date</u>	<u>Fair Market Value</u>	<u>Distribution in FY</u>	<u>Distribution \$ (5% 3- year average)</u>		<u>Distribution plus Carryforward</u>	<u>Spent and/or Committed During Fiscal Year - Investment Mgmt Fees Not Included</u>	<u>Net Carryforward</u>
Inception (Oct 2016)	\$ 3,635,334	FY 2018	\$ 181,767	note#1	\$ 181,767	\$ 7,188	\$ 174,578
June 30, 2017	\$ 3,965,844	FY 2019	\$ 190,029	note#2	\$ 364,608	\$ 131,209	\$ 233,399
June 30, 2018	\$ 4,698,681	FY 2020	\$ 204,998	note#3	\$ 438,396	\$ 249,085	\$ 189,311
June 30, 2019	\$ 5,030,792	FY 2021	\$ 228,255		\$ 417,567	\$ 401,167	\$ 16,400
June 30, 2020	\$ 5,018,279	FY 2022	\$ 245,796		\$ 262,196	\$ 40,174	\$ 222,022
June 30, 2021	tbd	FY 2023	\$ 251,227		\$ 473,248	\$ 10,000	\$ 463,248

Notes:

(1) Distribution = FMV at inception \$3,635,334 x 5.0%

(2) Distribution = AVG(FMV at inception + FMV at 6/30/2017) x 5.0%

(3) Distribution = AVG(FMV at inception + FMV at 6/30/2017 + FMV at 6/30/2018) x 5.0%

Bressett Memorial Endowment Funding Actual Spending and Commitments

	Anticipated							
	Length of							
Item	Commitment (Yrs.)	2018	2019	2020	2021	2022	2023	2023
Funding for Mink Brook Forest Project Facilitation	1	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -
Sustainability Director (hired 4/18/2018)	3	\$ -	\$ 69,000	\$ 68,453	\$ 82,700	\$ -	\$ -	\$ -
Emerging Technologies Librarian (hired 11/28/2018)	3	\$ -	\$ 50,209	\$ 80,000	\$ 71,006	\$ 30,174	\$ -	\$ -
Materials and Services for Downtown Holiday Decorating	1	\$ -	\$ -	\$ -	\$ 19,461	\$ -	\$ -	\$ -
Trescott Company Trails Improvements	2	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -
Additional 4 hrs/wk for Sr. Ctr. Manager	3	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Community Nurse (hired 1/2/2018)	3	\$ 7,188	\$ 12,000	\$ 12,000	\$ 6,000	\$ -	\$ -	\$ -
Hanover Improvement Society Support	1	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Backstop Improvements-Sachem/RMS	1	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -
Dagmar's Park-Valley Road Playground Equipment	1	\$ -	\$ -	\$ 39,632		\$ -	\$ -	\$ -
		\$ 7,188	\$ 131,209	\$ 249,085	\$ 401,167	\$ 40,174	\$ 10,000	\$ -
<i>The disbursement request amounts in italics are encumbered but not yet drawn from fund.</i>								

Lou and Ann Bressett Memorial Endowment Fund -
Appendix C (updated 2/2020)

Track Original Values against Consumer Price Index (CPI) and
Municipal Cost Index (MCI)

	<u>Fair Market Value per Investment Stmts</u>	<u>Principal Book Value incremented by CPI-U inflator</u>	<u>Principal Book Value incremented by MCI inflator</u>
June 30, 2017	\$ 3,965,844	\$ 3,664,344	\$ 3,715,649
June 30, 2018	\$ 4,698,681	\$ 4,334,297	\$ 4,391,650
June 30, 2019	\$ 5,030,792	\$ 4,411,183	\$ 4,436,172
June 30, 2020	\$ 5,018,279	\$ 4,444,011	\$ 4,435,528

Calculations to support Table above:			
Principal Additions from Donor:			
Donation 1	9/30/2016	\$ 3,635,334	
Donation 2	8/1/2017	\$ 522,239	
Total Book Value Initial Principal Gifts		\$ 4,157,573	
Donation 1	\$ 3,635,334		
		CPI-U	MCI
October 2016 - Base		241.860	236.730
6/30/2017		243.790	241.960
% Change from Base to 6/30/2017		0.8%	2.2%
Value 6/30/2017		3,664,344	3,715,649
6/30/2020		257.210	253.220
% change from inception		6.3%	4.8%
Donation 1 Value 6/30/2020	\$ 3,896,907	\$ 3,892,733	
Donation 2	\$ 522,239		
		CPI-U	MCI
August 2017 - Base		245.520	243.630
6/30/2020		257.210	253.220
% change from inception		4.8%	3.9%
Donation 2 Value 6/30/2020	\$ 547,104	\$ 542,795	
Combined Donations 1 and 2 @ 6/30/2020	\$ 4,444,011	\$ 4,435,528	



Date: (late May - early June of the fiscal year Bressett Funds are budgeted to be used)

Trustees of Trust Funds
c/o Administrative Services
Town of Hanover
PO Box 483
Hanover, NH 03755

Dear Trustees of Trust Funds:

This letter formally requests the disbursement of monies from the Lou and Ann Bressett Memorial Endowment Fund in the amount of amount requested (\$xx,xxx.xx). This action was authorized by the Town of Hanover Selectboard in its adoption of the FY XXXX budget at a series of duly warned public hearings.

These funds have been/will be expended for _____

_____.

Further, in representing the Town of Hanover, we certify that these funds will be used for “*projects, activities and programs rather than for buildings or permanent structures; and these funds have not been used to substitute or replace funding for programs and activities already carried out by the Town of Hanover*” [source-Trust document]. The intent of these expenditures is to enhance and enrich the lives of those in the Hanover community as envisioned by the donors.

Please direct payment of these funds to the Town of Hanover Director of Administrative Services at your earliest convenience. Thank you.

Authorized Signers: _____
Chair of Hanover Selectboard

Date: _____

Hanover Town Manager

Date: _____

TOWN *of* HANOVER

TO: Selectboard
FROM: Robert Houseman, Town Manager
DATE: March 5, 2025

SUBJECT: Monthly Town Manager's Update

Fire

Staffing Update

- **Vacancies:**

- One Fire Fighter vacancy, ten applicants

Training:

The department conducted live fire training on March 6th at a structure on Greensboro Rd. The department worked with members from the Lebanon and Hartford Fire Departments and was assisted by fire instructors from the NH Fire Academy. This was a great opportunity to practice skills in real fire conditions and we extend our thanks to the property owner, Christ Redeemer Church, for allowing this training Exercise.

Planning, Zoning, and Codes

Staffing Update

- New Hires- Director of Planning, Zoning and Codes and Sustainability Coordinator.
- Vacancy: Rental Housing Inspector

Public Works Department Update – Dec 2024 / Jan 2025

Staffing Updates

- **New Hires:**

- **Utility Division:** Stephen Daley joined as a Utility Technician on February 24th, bringing utility, heavy equipment, and CDL A experience.

- **Vacancies:**

- **Light/Heavy Equipment Operator:** Highway division briefly fully staffed; now hiring again with interviews starting soon.
- **Building Technician:** Tyler Nelson resigned effective March 7th. Recruitment underway.
-

Training

- Ryan Holman (Light Equipment Operator) is attending free CDL training in Vermont. NH offers no similar assistance, and CDL programs cost \$5,000–\$9,000. Ryan is expected to complete training by March 7th and test for a CDL A license.

Projects & Programs

- **Utility Division:** Responded to 8 water main breaks due to deep frost.
- **LED Utility Light Replacement:** Federal funding unlikely, but Liberty reimbursement and NHSaves rebate should cover remaining costs. A Streetlighting policy is in draft for Board review.
- **Long Island Sound Futures Fund (\$1.5M):** Grant program unfrozen but no update on reimbursement. The Water Reclamation Facility upgrade is unaffected.
- **NPDES Medium General Permit:** Awaiting EPA response on costly additional requirements (\$25K) and a mandated Adaptive Plan without funding support.

Infrastructure & Maintenance

- 40% complete. Postcards mailed and door-to-door visits underway. All properties on town water/sewer must upgrade meters.

Other Matters

- **Road Bans:** Spring thaw restrictions in effect; commercial trucks need permits.
- **CPCNH Leadership:**
 - CEO Brian Callnan stepping down Feb. 28, 2025, for family health reasons.
 - Henry Herndon appointed Acting GM starting March 1.
 - Hanover residents can review savings and subscription reports at [CPCNH Key Documents](#).

Police Department

Staffing Updates

- **Police Department:**
 - Jim Martin was promoted to Police Chief (effective February 24)
 - Michael Schibliola was promoted to Captain (effective March 2), taking over CALEA Accreditation.
- **New Patrol Officers:**
 - Ignas Pamparas (lateral hire from Dallas PD) starts March 17.
 - Jake Micciantuono and Henry Htoo start academy on May 5.
 - Fourth candidate in background process (earliest academy: September).
 - Upcoming Promotions: Internal announcement for a second Lieutenant and Corporal vacancies coming soon.

- **Police Department/ Communications Division:**
 - Communications Officers: Two candidates completed written exams; interviews soon.
 - Planning College Job Fairs in March 2025 at Plymouth State and Norwich University to recruit Communications Officers

Outreach/Community Engagement

- Josie's Drive blood donation event in March.
- "HPD: The Voice" video series launching soon.

Future events

- Planning a mock active shooter exercise for July 2025 at Dartmouth College with Dartmouth Safety & Security, Emergency Management, and Hanover Fire Department. Monthly meetings underway.
- Expanding partnerships with regional agencies; planning a tabletop exercise.

DRAFT

TOWN OF HANOVER NEW HAMPSHIRE

BOARD OF SELECTMEN PROPOSALS

TO

**PROFESSIONAL FIREFIGHTERS OF HANOVER
LOCAL 3288, IAFF**

January 29, 2024

TENTATIVE AGREEMENT

CHAPTER 5: COMPENSATION SYSTEM

ARTICLE 5.1 - Pay Policy

- A. All increases in wages and cost items are contingent upon BOS approval and a successful vote at the 2025 Town meeting.

Effective July 1, 2024, wages will increase by 2.5 percent (2.5%) over the prior contract year, as shown on the Labor Grade and Step Schedule (Appendix D), and eligible employees shall advance one step as set forth below. In addition, employees through a step schedule (Appendix D) shall receive a one-time market adjustment of two percent (2.0%).

Effective July 1, 2025, wages will increase by a COLA which shall be applied to the Labor Grade and Step Schedule (Appendix D), and eligible employees shall advance one step as set forth below.

The COLA shall be determined by the CPI-U for the Northeast Region all items index as calculated by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1st adjustment. BLS's calendar year for index is September to September basis.

This CPI-U shall be used to determine the Cost of Living Adjustment beginning on July 1, 2025, and every year thereafter for the length of this contract. The Cost of Living Adjustment shall be no less than 1% and no more than 4% in any given year. In the event the CPI index increases above 6% in a given year that shall trigger a reopener for wages.

At the successful completion of the probationary period, the affected employee shall move one step higher. Each subsequent step will be achieved by successful completion of one year of service and upon recommendation of the Fire Chief. The Fire Chief may deny a

step increase for just cause. The burden of proving just cause is upon the Town and is subject to the grievance procedure delineated in Article 13.

Upon successful completion of a paramedic course, New Hampshire Paramedic licensure and local medical protocols, a Firefighter/EMS Provider shall be placed at the step in Labor Grade 16 that is one step below their current step in Labor Grade **14**. For example, an employee with EMT-Advanced certification currently at Labor Grade Step E upon attaining the above requirements shall be placed at Labor Grade 16, Step D.

Fire Lieutenants who successfully complete Paramedic certification shall be designated as Fire Lieutenant II and placed at the step in Labor Grade 17 that is the same as the step assigned to them in their prior position.

CHAPTER 7: LEAVE

ARTICLE 7.13 - Compensation While on Injury Leave

1. The Town will ensure the employee shall receive and/or retain the greater of 100% of his base salary or his/her Average Weekly Wage as defined by RSA 281-A:15, for the duration of any injury suffered while in the performance of duty, or as a result of having performed his duties in service to the Town of Hanover Fire Department, until such time as the employee has returned to work, settled the worker's compensation claim with the town's insurance carrier, or been accepted by the New Hampshire Retirement System to receive Accidental Disability Retirement Pension.
2. During the period of injury, the employer shall maintain regular payments into all medical and pension plans to ensure continued coverage for the employee and his dependents. However, it shall be the responsibility of the employee to arrange with the accounting division for payments into the flex benefits program for coverage which the employee is normally responsible for.

Seniority, vacation, sick leave benefits and pension credits shall be maintained for the duration of the time spent on such leave.

ARTICLE 7.15 - Bereavement Leave

A. Immediate Family - Upon the death of an employee's immediate family member, personnel may request leave of up to forty-eight (48) working hours following such death without loss of pay. Bereavement leave should be utilized contemporaneously with the death or up to one calendar year after the death in the case of a delayed interment, funeral or celebration of life. Immediate family shall include the employee's parents, step-parents, spouse or domestic life partner, children, step-children and siblings. In any calendar year, an employee may receive bereavement leave for the death of his or her spouse or but not for both.

B. Extended Family - Upon the death of an employee's extended family member, personnel may request leave of up to one twenty-four (24) shift immediately following such death without loss of pay. Bereavement leave must be utilized within one calendar year of the event at set forth herein. Extended family shall include the employee's grandparents, aunt or uncle, grandchild, parents-in-law, and brother or sister-in-law. In-law bereavement leave may be granted for an employee's spouse's, parents or siblings, but in any calendar year, an employee may not receive bereavement leave for both.

C. Additional Time - Upon prior written request and approval by the Fire Chief and Town Manager, an employee, in addition to the above-defined leave, may utilize vacation, sick or personal leave to supplement bereavement leave

CHAPTER 14: RETIREMENT AND OTHER FRINGE BENEFITS ARTICLE

14.1 – Employee Health Insurance Program

New employees will be eligible for health insurance coverage on the first day of their employment, with employer contributions beginning the first day of the month following their first day of employment. The Town shall maintain the current flexible benefit program to qualifying employees with various options available. Qualifying employees are regular employees who work over twenty (20) hours per week. The type of coverage the Town will provide is Access Blue New England AB20(07L) with R10/25/40 M10/40/70 prescription plan; Lumenos 2500, Access Blue with a Deductible ABSOS25/50/3K, Medicare Advantage with Prescription Drug (MAPD) or the substantial equivalent of these plans. Retirees enrolled in Medicomp Three (MCNRX) prior to January 1st, 2025 and wish to continue with this plan are eligible to do so; however, after January 1st, 2025 MAPD will be the only Medicare Supplemental plan offered to retirees. Retirees enrolled in Medicomp Three with the prescription plan, prior to January 1st, 2025 will be automatically enrolled into the MAPD plan, unless they elect a different coverage. The Town shall meet with the Union 30 days prior to any such change of plan so that the Union can consider the change and whether the proposed change in plan is substantially equivalent to the then current coverage.

July 1, 2025 and 2026, the Town shall fund each eligible employee's Health Savings Account (HSA) with the following amounts: Lumenos 1-person Plan: \$1,500.00, Lumenos 2-person/Family: \$4,500.00. Amounts equal to the HRA amounts for the Access Blue High Deductible Site of Service ABSOS25/50/3K and prescription Plan R10/25/40 M10/40/70 for single, 2 person and family plans as applicable to the member.

Effective July 1, 2025, the Town will no longer offer the Anthem Blue Cross/Blue Shield BC2T20 with R10/25/40 M I 0/40/70 prescription plan.

Each employee will cost share health insurance coverage according to the following formula:

1. Employees hired prior to July 1, 2019, with gross base salary of less than \$45,000 will contribute 10% of the medical insurance premium.
2. Employees hired after July 1, 2019 and those employees with gross base salary of between \$45,001 and \$55,000 will contribute 12% of the medical insurance premium.

3. Employees with gross base salary of greater than \$55,000 will contribute 15% of the medical insurance premium.

The Opt Out cash payment for bargaining unit employees on the active payroll as of July 1, 2008 and who are receiving an opt out payment as of July 1, 2011 will be capped at \$6504.00. For all bargaining unit employees hired after July 1, 2008, the Opt Out cash payment will be capped at \$2500.00. Notwithstanding, any employee who is flex benefits eligible and was hired before July 1, 2008, who opts out of the health insurance plan after July 1, 2011, shall receive no more than \$5000.00.

If an employee elects coverage different from that for which the employee is eligible (single rather than family or two-person, two-person rather than family), the employee shall receive 40% of the cost difference between the eligible coverage and the elected coverage. The Opt Down cash payment is capped at \$6504.00. For all bargaining unit employees hired after July 1, 2008, the Opt Down cash payment is capped at \$2500.00. Notwithstanding, any employee who is eligible for flex benefits that was hired before July 1, 2008, who opts down after July 1, 2011, shall receive 40% of the cost difference between eligible coverage and elected coverage up to a maximum of \$5000.00.

The Town will fund medical insurance by crediting the flex benefit account of each eligible employee with the full cost of the Access Blue New England AB20(07L) with R10/25/40 M10/40/70 minus the employee cost share listed above. Provided that in no case shall the employee's cost share called for under this Article result in an employee's base pay being less than the base pay in the previous fiscal year.

The Town will continue to fund the employees' flex benefit program consistent with the current practice.

Employees should read their policy contracts carefully to become familiar with the existing benefits, conditions, restrictions, and exclusions of the agreements.

Employees who retire with vested rights in the N.H. Retirement System will be allowed to remain in the Town's group health insurance plan at their own expense.

In the event that the cost of health insurance premiums for the 2025-2026 and/or 2026-2027 fiscal years are expected to exceed ten percent (10.0%) the Town reserves the right to reopen the entire contract for negotiations. The Town shall notify the Union of its intent to reopen within ten (10) days of receiving the guaranteed maximum rate notification from the insurance carrier.

14.4 – (New) Dental Insurance

Each employee that chooses to participate in the dental insurance program, Delta Dental Plan Option 8B, will share the cost of such dental insurance coverage according to the following formula:

1. Beginning July 1, 2025, employees shall contribute 43% of the dental insurance premium.
2. Beginning July 1, 2026, and all years thereafter employees shall contribute 15% of the dental insurance premium.

ARTICLE 25 - Duration of Agreement

Unless otherwise provided for herein, this Agreement shall be effective from the first day of July 2025 until the 30th day of June 2027. This agreement shall remain in full force and effect until a successor contract has been agreed upon and signed by all parties.

For the Town of Hanover:

Town Manager

Date

For Local 3288, IAFF:

Union President

Date

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 Department of Safety		1.2. State Agency Address 33 Hazen Drive, Concord NH 03301	
1.3. Grantee Name Hanover Police Department		1.4. Grantee Address 46 Lyme Rd, Hanover, NH 03755	
1.5 Grantee Phone # (603) 643-2222	1.6. Account Number 02-23-23-234010- 33450000	1.7. Completion Date June 30, 2026	1.8. Grant Limitation \$8,851.90
1.9. Grant Officer for State Agency Robert L. Quinn		1.10. State Agency Telephone Number (603) 271-2791	
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		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE 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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. 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
- 13.

- 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 B 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.
- 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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, if required or by the signing State Agency.
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

Standard Provisions

1. The Grantee shall certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Grantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Grantee shall comply (and will require any Grantees or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. The Grantee shall ensure compensation for individual consultant services is reasonable and consistent with that paid for similar services in the marketplace.

EXHIBIT A

The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

5. The Grantee agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NHDOJ.
6. The Grantee understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
- 7. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By accepting this award, the Grantee authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Grantee official, all assurances or certifications submitted by or on behalf of the Grantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period, may result in OJP or the NHDOJ taking appropriate action with respect to the Grantee and the award. Among other things, the OJP or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. NHDOJ, DOJ, including OJP, may take other legal action as appropriate.

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Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution(including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise(including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Grantee (and any subgrantee ("subgrantee") at any tier) must retain typically for a period of 3 years from the date of submission of the final expenditure report unless a different retention period applies and to which the Grantee (and any subgrantee at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact the NHDOJ Grants Management

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Unit promptly for clarification.

9. 9.Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the DOJ Grants Financial Guide.

10.Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11.Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

12.Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must

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promptly notify the NH Department of Safety and the NHDOJ Grants Management Unit in writing of the potential duplication.

13. Requirements related to System for Award Management and Universal Identifier Requirements

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

14. Employment eligibility verification for hiring under the award

- (1) The Grantee (and any subgrantee at any tier) must—
 - (a) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any Grantee) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - (b) Notify all persons associated with the Grantee who are or will be involved in activities under this award of both—
 - (i) this award requirement for verification of employment eligibility, and
 - (ii) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - (c) Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - (d) As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment

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eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

(2) Monitoring

The NHDOJ's monitoring responsibilities include monitoring of Grantee compliance with this condition.

(3) Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

(4) Rules of construction

(a) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any Grantee) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

(b) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any Grantee) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or Grantee) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non confirmation" or a "Final Non confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

(c) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

(d) Nothing in this condition shall be understood to authorize or require any recipient, any Grantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

(e) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any Grantee at any tier, or any

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person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at <mailto:E-VerifyEmployerAgent@dhs.gov>.

Questions about the meaning or scope of this condition should be directed to the NHDOJ, before award acceptance.

15. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subgrantee) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of" personally identifiable information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to the NH Department of Safety and an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a Grantee, the Grantee must have a procedure in place that indicates that the NH Department of Safety and the Grants Management Unit will be notified of the breach by the end of the business day (4:00 P.M. EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the Grantee's e-mail notifying receipt of the notification by the end of the business day that it was received.

If the Grantee does not receive a confirmation e-mail from the GMU the Grantee shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Grantees must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

16. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition

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applies to agreements that duplicate for purposes of federal grants administrative requirements OJP considers a "subaward"(and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

17. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000). This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

18. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the Grantee or by any subgrantee at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- (1) No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally

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requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or Grantee, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

(2) Monitoring

The NHDOJ's monitoring responsibilities include monitoring of Grantee compliance with this condition.

(3) Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

(4) Rules of construction

(a) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government as an employee, contractor or subcontractor (at any tier), grant recipient or Grantee (at any tier), agent, or otherwise in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

(b) Nothing in this condition shall be understood to authorize or require any recipient, any Grantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether

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on the part of recipients, Grantees ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any Grantee.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and Grantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

20. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a Grantee at any tier) is to benefit a set of individuals under 18 years of age.

The Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

21. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subgrantee at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

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22. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP and NHDOJ in the manner (including within the timeframes) specified by OJP and NHDOJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

23. OJP Training Guiding Principles

Any training or training materials that the Grantee or any subgrantee at any tier-- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/Training-guiding-principles-grantees-and-subgrantees>

24. Effect of failure to address audit issues

The Grantee understands and agrees that the NHDOJ or DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

25. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by the NHDOJ or DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Grantee is designated as "high- risk".

26. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the bases of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a

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religious practice. Part 38, currently, also out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and Grantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

27.Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28C.F.R. Part 42

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42, which relates to an equal employment opportunity program.

28.Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Grantee, or any subgrantee at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or Grantee) would or might fall within the scope of these prohibitions, the Grantee is to contact NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ.

29.Compliance with general appropriations-law restrictions on the use of federal funds (FY2020)

The Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal

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appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee or subgrantee might fall within the scope of an appropriations-law restriction, the Grantee is to contact NHDOJ Grants Manage Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

30. Reporting potential fraud, waste, and abuse, and similar misconduct

The Grantee, and any subgrantees at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Grantee, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates

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to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(1) In accepting this award, the Grantee—

- (a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the NH Department of Safety and the NHDOJ making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

(2) If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

(a) it represents that—

- (i) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(b) it certifies that, if it learns or is notified that any Grantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the NH

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Department of Safety and the NHDOJ Grants Management Unit, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, underspecified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact the NHDOJ Grants Management Unit for guidance.

33. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

34. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ.

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the Grantee must disclose that fact and certain related information to the NH Department of Safety and the NHDOJ Grants Management Unit. For purposes of this disclosure, high risk includes any status under which the NHDOJ provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the Grantee was designated high risk, 3.

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The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

35. In order to ensure that the State Justice Statistics Program for Statistical Analysis Centers (SAC's) is realizing its objectives in the most productive manner, the Grantee agrees to assist in any evaluation efforts associated with this program. Such evaluation activities should not result in any significant or unreasonable costs or burdens on the Grantee that would interfere with the performance of this cooperative agreement.

36. Confidentiality of data

The recipient (and any Grantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 to the NH Department of Safety and the NHDOJ Grants Management Unit.

37. Protection of human research subjects

The Grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Compliance with general appropriations-law restrictions on the use of federal funds (FY2022)

The Grantee and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in the federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by recipient (or a Grantee) would or might fall within the scope of an appropriation-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

39. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The Grantee, and any subgrantee at any tier, must comply with all

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applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

40. Grantee 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 of evaluation of any activities with this project.
41. Grantee agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, “Data Format for the Interchange of Fingerprint, Facial & other Biometric Information” (ANSI/NIST-ITL 1-2007 PART1) and other reporting standards of the FBI.
42. Grantee agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instance Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and Applicable national, statewide or regional criminal justice information sharing standards and plans.
43. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing that objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.
44. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:
 - a) Determining the types of criminal history record information that will be useful for Federal, state, and local agencies.
 - b) Identifying Federal information reporting standards and guidelines and making them available to the recipient for providing access to them.
 - c) Providing technical assistance to the Grantee to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
 - d) Informing the Grantee of the status of Federal program requirements,

EXHIBIT A

specifications, and funding levels.

- e) Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.

45. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the Grantee must provide the NH DOJ Grant Manager with the following information and itemized costs:

- a) name of event;
- b) event dates;
- c) location of event;
- d) number of federal attendees;
- e) number of non-federal attendees;
- f) costs of event space, including rooms for break-out sessions;
- g) costs of audio visual services;
- h) other equipment costs (e.g., computer fees, telephone fees);
- i) costs of printing and distribution;
- j) costs of meals provided during the event;
- k) costs of refreshments provided during the event;
- l) costs of event planner;
- m) costs of event facilitators; and
- n) any other costs associated with the event.

The Grantee must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- a) meals and incidental expenses (M&IE portion of per diem);
- b) lodging;
- c) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- d) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expenses does not need to be reported.

EXHIBIT A

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

46. Grantee is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendations of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain – (a) a definition and analysis of integration in the State and Localities developing integrated information sharing systems; (b) and assessment of the criminal justice resources being devoted to information technology; (c) State and local resources needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.

Grantee will comply with any of Grantor's requests for records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence to be entered into the National Crime Information Center (NCIC).

47. The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the "project cost" for purposes of the Part 200 uniform Requirements and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as "match" or through "cost sharing."

EXHIBIT B

Scope of Services

1. Scope of Work

- 1.1. The Grantee shall ensure equipment is installed in cruisers for the use of implementing electronic submission of criminal justice reporting.

Equipment includes but is not limited to:

1.1.1. Printer, including but not limited to:

- 1.1.1.1. Mobile Adapter Kit
- 1.1.1.2. Printer Mount
- 1.1.1.3. Adapter Plate
- 1.1.1.4. Paper

1.1.2. External Bar Code Scanner

1.1.3. External (USB) (GPS) Receiver

1.1.4. Laptop/Tablet

1.1.5. Docking Station including but not limited to:

- 1.1.5.1. Mounting hardware
- 1.1.5.2. Cords
- 1.1.5.3. Stands
- 1.1.5.4. Antenna
- 1.1.5.5. External Keyboard

- 1.2. The Grantee shall ensure installation of domain trust software for any and all Live Scan machines issued.
- 1.3. The Grantee shall ensure installation of equipment to only cruisers that are primarily used for traffic enforcement.
- 1.4. The Grantee shall maintain supporting documentation for all grant expenses, both state funds and match if provided, and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal Funds from 2023 National Criminal History Improvement Supplemental Grant, CFDA #16.554.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Grantee shall comply with standards for financial management as described in the Part 200 Uniform Requirements as set out at 2 CFR §200.303.
4. Payment will be on a one-time cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement.
5. Neither the Grantee or the State shall be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval.
6. The Department shall make payment to the Grantee within thirty (30) days following receipt of all required purchasing reimbursement documentation, including but not limited to:
 - 6.1. Copy of all cancelled checks
 - 6.2. Copy of all vendor invoices
 - 6.3. Completed Final Report
7. The State's obligation to compensate the Grantee under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

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 DNCR—NH State Library		1.2. State Agency Address 20 Park St. Concord NH 03301	
1.3. Grantee Name Town of Hanover		1.4. Grantee Address 41 S Main Street PO Box 483 Hanover, NH 03755	
1.5 Grantee Phone # 603-640-3200	1.6. Account Number 34050000-073-509074	1.7. Completion Date 12-31-2025	1.8. Grant Limitation \$ 7,694
1.9. Grant Officer for State Agency Charles Shipman		1.10. State Agency Telephone Number 603-271-3302	
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		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 provisions
- 8.
- 8.1. PERSONNEL.
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.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE 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 B 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.
 - 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General 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 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 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, if required or by the signing State Agency.
 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.

New Hampshire State Library Moose Plate Grant

Grantee:

Grant Period: 2024-25

Exhibit A

Special Provisions

There are no additional or special provisions.

Exhibit B

Scope of Work

OBLIGATION OF THE GRANTEE: The Grantee agrees to abide by the limitations, conditions, and procedures outlined herein and to perform grant activities as outlined in its grant application and project budget. If appropriated funds for this grant program are reduced or terminated (including a reduction by the NH Conservation License Plate Advisory Committee), all payments under this grant may cease. That determination rests within the sole discretion of the Commissioner of Natural and Cultural Resources.

ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested.

"This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Natural and Cultural Resources."

FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by December 31, 2025. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Natural and Cultural Resources.

Exhibit C

Payment Terms

GRANT AMOUNT: Total granted amount shall not exceed \$7,694.00.

PAYMENT: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports and approval by the Governor and Executive Council.

Grantee Initials: ____

Date: ____

5/27/2024

Tracy Walsh

Senior Clerk

Town of Hanover NH

Preservation of Vital & Town Records

NH Moose Plate Grant 2024

SUBMITTED BY:

Carolyn Yetto

Account Executive

Carolyn.Yetto@Kofile.com

518.526.6288

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

info@kofile.com | www.kofile.com

Town of Hanover NH
Tracy Walsh, Senior Clerk
41 S Main Street PO Box 483
Hanover, NH 03755

Dear Tracy,

This proposal addresses the Town of Hanover's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, imaging, and microfilming. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. This quote is intended for the Town's 2024 NH Moose Plate grant application.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete your modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

ITEMS

Kofile examined the following records: *Birth/Marriage/Death Records v. 1a (1762-1835 copy)*; *Birth/Marriage/Death Records v. 2 (1834-1892)*; *Tax/Assessment Book (1926)*

CONDITION

Materials consist of three volumes in similar condition with deterioration of original bindings. The paper tested acidic and condition ranged from good to poor, with some breakage/tears around the edges. No previous repairs were noted.

TREATMENT

Overall, the records are in good to poor condition and are recommended for mylar encapsulation after paper deacidification and mending to reduce direct contact with paper. The records will be bound in leather, archival Heritage binders. Treatment detailed below in scope of services.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item. All restoration will be completed within a period of approximately 16-20 weeks beginning on the date of receipt of each item.

Pre-Preservation—Preparation for Image Capture & Archival Re-housing (PRE-PRV)

- Remove fasteners, such as clips and brads. Surface clean to remove deposits.
- Flatten and humidify sheets, as needed.
- Files return in acid-free file folders & and corrugated archival boxes.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- If necessary, encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1¼" binding margin.
- Re-sew/re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. For encapsulation, the binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Grayscale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF and TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- If applicable, images are optimized and scaled for system output.

Archival Microfilm (MM)

- Archival silver microfilm is produced in negative 16mm from the newly processed digital images. Duplicate positive included.

PROJECT PRICING

Payment Terms: 10% on materials arriving at Kofile lab, 90% from date of project completion/final deliverables (net 30 days), per grant requirements.

Town of Hanover NH PROJECT OVERVIEW							
RECORD SERIES/ SCOPE OF WORK	DATES	ESTIMATED PAGE COUNT	LEVEL OF SERVICE	ESTIMATED PRESERVATION COST	ESTIMATED IMAGING COST*	ESTIMATED RETURN SHIPPING	LINE-ITEM TOTAL
Birth/Marriage/ Death Records v. 1a	1762- 1835 (copy 1862)	274	PRV/IMG	\$1,918.00	\$342.50	\$40.00	\$2,300.50
Birth/Marriage/ Death Records v. 2	1834- 1892	244	PRV/IMG	\$1,708.00	\$305.00	\$40.00	\$2,053.00
Tax/Assessment Book	1926	280	PRV/IMG	\$2,800.00	\$350.00	\$40.00	\$3,190.00
16MM Microfilm (min charge)**:							\$150.00
PROJECT TOTAL:							\$7,693.50

*Imaging pricing includes both grayscale PDF images and grayscale TIFF images returned on one thumb drive.

** Microfilm pricing consists of one 16mm master negative and one 16mm positive duplicate.

Note: Final pricing contingent on lab evaluation at intake.

This proposal shall be governed by the terms of use found at www.kofile.com/termsandconditions/.

Payment Terms: 10% on materials arriving at Kofile lab, 90% from date of project completion/final deliverables ((net 30 days), per grant requirements.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. The Town of Hanover is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of the Town of Hanover. This policy applies to any agreement, verbal or written, between the Town of Hanover and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the Town of Hanover. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving the Town of Hanover and to working together for the preservation and access of its public and historical assets.

Sincerely,

Carolyn D. Yetto

Carolyn D. Yetto

c: 518.526.6288

e: Carolyn.Yetto@Kofile.com

TOWN *of* HANOVER

TOWN OF HANOVER SELECTBOARD RESOLUTION

Strongly Objecting to the Freezing of Federal Grant Programs to States, Municipalities, and Organizations Supporting Hanover Residents

WHEREAS, the Hanover Selectboard (henceforth referred to as "the Selectboard") recognizes the importance of Federal funds in supporting services and functions critical for the well-being of the residents of Hanover;

WHEREAS, the Selectboard acknowledges that increasing demands on the Town Budget, coupled with the necessity of substantial property tax increases in recent years, make the availability of Federal funds even more critical for the Town;

WHEREAS, the Selectboard shares the concerns of Hanover residents about the potential loss of funding supporting important services and projects, including grant funds that would be owed to the Town for various programs and infrastructure improvements;

WHEREAS, the Selectboard recognizes that the loss of funding to local organizations, institutions, and individuals could place even greater demand on the Town's resources and adversely affect its ability to serve its residents;

WHEREAS, the Selectboard affirms that the residents of Hanover expect that tax dollars they have paid to the federal government, and which were appropriated by Congress back to the State of New Hampshire, the Town of Hanover, and local agencies and organizations, will be disbursed according to the law and the agreements the Town entered into with the federal government;

WHEREAS, the Selectboard has an important duty to protect the interests of Hanover's residents and to amplify their voices as they seek to hold their government accountable to the commitments made to the Town and its residents;

NOW, THEREFORE, BE IT RESOLVED that the Hanover Selectboard strongly objects to the President's attempted freeze and impoundment of funds appropriated by Congress to be disbursed to the people of the United States, including the residents of Hanover, New Hampshire;

BE IT FURTHER RESOLVED that the Selectboard calls on the members of its United States Congressional delegation to do everything in their power to protect the interests of the residents of Hanover and to demand that the President honor the agreements and commitments the government has made to the Town and its residents;

The Selectboard will forward a copy of this resolution to our United States Congressional delegation, namely Representatives Maggie Goodlander and Chris Pappas, Senators Jeanne Shaheen and Maggie Hassan, and to our New Hampshire State Legislative

delegation, including Representatives Mary Hakken-Phillips, Russell Muirhead, James Murphy, and Sharon Nordgren, and State Senator Sue Prentiss;

BE IT FURTHER RESOLVED that the Selectboard calls on our Governor, Kelly Ayotte, our Attorney General, John Formella, and our Executive Councilors, Karen Liot Hill, Joseph D. Kenney, John Stephen, Janet Stevens, and David K. Wheeler, to do everything in their power to protect the interests of the residents of Hanover by urging the President and his Administration to follow the law and honor their commitments. Copies of this resolution will be forwarded to the above-named officials.

SELECTBOARD MEETING
February 24, 2025
7PM - MUNICIPAL OFFICE BUILDING - HANOVER, NH

The meeting of the Selectboard was called to order at 7p.m. by C. Callaghan, Chair.

Also present were: Joanna Whitcomb, Vice Chair, Athos Rassias, Selectboard Member, Rob Houseman, Town Manager, Jennie Chamberlain, Selectboard Member, Jarett Berke, Selectboard Member; Ellen Bullion, Finance Director

Absent: None

1. Opening of Meeting

a. Call to Order

C. Callaghan called the meeting to order.

2. Public Hearing

None

3. Agenda Review

Trustees of Trust fund presentation will move ahead of budget review.

4. Announcements/recognition

R. Houseman recognized the 5-year anniversaries of employees.

5. Public Comment

a. Public may address the Board

David Vincelette, 93 Lebanon St noted after the last meeting he received a letter from Rob Houseman relating to asphalt waste. He addressed this letter, and letters received from NH DES in 2005 and 2018. He recapped a timeline of events.

Questions previously asked relating to who authorized the dumping of asphalt waste and who participated were addressed. He asked a few more questions he would like answered.

6. Business Requiring Discussion

b. Trustees of the Trust Fund - Trust Fund Overview

The Trustees of the Trust Funds have prepared their annual report and Sally Boyle, Chair, presented an overview. Kari Asmus, Trustee, also participated in the discussion.

The presentation included:

- Trustee of Trust Funds Role and Responsibilities
- Review Current Fund Balances and Type of Investments
- Current Status of the Bressett Endowment Fund
 - Discussion on the process for holding funds specified for one fiscal year to use in the next fiscal year
 - Discussion on criteria for allocation of funds and procedure underway for legal review
- Trustees' Bressett Fund Recommendations

Selectboard

February 24, 2025

a. Consolidated Budget Review - FY 2026

Ellen Bullion, Finance Director, prepared an overview of the consolidated budget and presented it to the board.

Over the past month, the departments have presented their proposed FY 2026 budgets. These budgets were built based on the Zero-based Budgeting philosophy which was very well received. All the budgets have been consolidated and the chart provided shows an initial analysis of the General Fund budget. This analysis signals a 5.3% tax rate increase, and the major factors of the calculation are as follows:

- Net Assessed Value
- Revenues
- Appropriations
 - Compensation
 - Healthcare
 - Retirement
 - Insurance
 - Debt Service
 - Capital Reserve Funds

The board reviewed the information provided, asked clarifying questions and held discussion.

Rich Gregor, Finance Committee asked some clarifying questions relating to the options of the middle school change since there hasn't been an official vote yet.

Kari Asmus, CIPC asked about the healthy undesignated fund balance and whether some of those funds could be moved into a capital reserve fund to cover needs we know we have.

Board members thanked and complemented Ellen on the format of the one-page sheet.

c. MW TIF District Update

J. Whitcomb recused herself from the item.

R. Houseman presented an overview of the TIF District plan including the proposed improvements for the roadway, costs and timeline.

Board members asked questions about loss of parking, lane drop feedback, finances of a TIF, and potential tax increases for Main St property owners.

Kari Asmus asked about whether more property tax revenue will come in if the TIF district is created vs if no TIF district. She does not think there will be.

7. Business Requiring Action

a. Approval of items by Consent

i. Approval of February 10, 2025, Selectboard Minutes

At 8:53 pm J. Berke MOVED to approve the minutes of February 10, 2025 as submitted. J. Whitcomb SECONDED. All in favor

ii. Donations – Etna Library

\$200.00 given by Julia M. Wybourne

Selectboard

February 24, 2025

\$1,000 given in memory of Peregrine B. Spiegel (no donor listed)

\$25,000 given in memory of Pietie Birnie by the Birnie Family

Action Requested: Accept the donations to the Etna Library as listed above.

At 8:53 pm A. Rassias MOVED to accept the donations to the Etna Library. J. Whitcomb SECONDED. All in favor

8. Selectboard Reports

- A. Rassias
 - Conservation Commission
 - Deer program- possible expansion
 - Mink Brook Forest Management
- J. Whitcomb
 - Sustainable Hanover
 - Trustees of Trust Funds
 - Discussion on Bressett Fund interpretation of uses
- C. Callaghan
 - Finance Committee
- J. Berke
 - Nothing to report
- J. Chamberlain
 - Regional Planning Commission
 - Junction Arts Media

Other Business

J. Chamberlain thanked R. Houseman for information on the intersection at College and Wheelock. She requested the item be put back on the agenda for another discussion and additional public comment.

Board members discussed their opinions on the matter at length.

9. Adjournment

The board did not need to attend a non-public session.

A Rassias MOVED to adjourn at 9:38pm. J. Berke SECONDED.

All in favor. The meeting adjourned at 9:38PM.

Respectfully Submitted,
Jessica Marchant

SUMMARY

Item 7a

At 8:53 pm J. Berke MOVED to approve the minutes of February 10, 2025 as submitted. J. Whitcomb SECONDED.

All in favor

At 8:53 pm A. Rassias MOVED to accept the donations to the Etna Library. J. Whitcomb SECONDED. All in favor

Item 9

The board did not need to attend a non-public session.

A Rassias MOVED to adjourn at 9:38pm. J. Berke SECONDED.

All in favor. The meeting adjourned at 9:38PM.