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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

March 7, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Salem (VC# 177472-B001), for a total amount of $18,000.00 to update their Hazard Mitigation Plan. Effective upon Governor and Council approval through October 29, 2026. 100% Federal Funds.

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

	SFY 2024
02-23-23-236010-29200000 - Dept. of Safety - HSEM – HMGP 072-500574 Grants to Local Gov't – Federal Activity Code: 23DR4516HM	$18,000.00

EXPLANATION

The purpose of this grant is for the Town of Salem to update its Hazard Mitigation Plan. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). HMGP provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to States, that in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement by the subrecipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C of their grant agreement.

If HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Salem (177472-B001)		1.4. Sub-Recipient Address 33 Geremonty Dr, Salem, NH 03079	
1.5 Sub-Recipient Tel.# 603- 890-2120	1.6. Account Number AU #29200000	1.7. Completion Date 10/29/2026	1.8. Grant Limitation $18,000.00
1.9. Grant Officer for State Agency Virginia Clasby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4310	
"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. Sub-Recipient Signature 1		1.12. Name & Title of Sub-Recipient Signor 1 Christopher A. Dillon Town Manager	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By: On: 3/8/24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 3/8/24			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

Sub-Recipient Initials 1.) 2.) 3.) Date: 2/15/24

Rev 5/2023

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Sub-Recipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

3. Any funds advanced to "the Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.

4. "The Sub-Recipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Sub-Recipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

   Additionally, "the Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1.) [illegible] 2.) [illegible] 3.) [illegible] Date: 2/15/24

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the **Town of Salem** (hereinafter referred to as "the Sub-Recipient") **$18,000.00** within the Federal Fiscal Year 4516 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Salem in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on October 29, 2026 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by November 29, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by November 29, 2026..

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted, by a vendor of their choice, for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. **Grant Award and Contracting:**
   The community will procure services to facilitate this planning process update
   - Official Notification of Award
   - Provide Contractor Selection to NH HSEM
   - Execute a contract

2. **Select and Hire a Vendor:**

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. **Convene a local Hazard Mitigation Planning Committee:**
The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:
   - Develop a mission statement
   - Assign roles and responsibilities
   - Develop a specific timeline for planning activities
   - Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
   - Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents.
   - Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
   - Provide input regarding the feasibility and prioritization of mitigation measures
   - Review the draft plan update and its goals and proposed mitigation projects
   - Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Task 5. Facility Inventory:
The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
  - Emergency operations centers
  - City or town offices
  - Water and wastewater treatment plants
  - Sewage pumping stations
  - Police or fire stations
  - Schools
  - Hospitals
  - Day-care facilities
  - Public works garages
  - Nursing homes/elderly housing
  - Emergency shelters
- Economic Drivers:
  - Large Businesses
  - Large Employers
  - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:
Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
  - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
  - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
  - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
  - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

"The Sub-Recipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Sub-Recipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 25% cost share required by this grant.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	$2,000.00	$ 18,000.00	$ 20,000.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000035			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): MQBHSJXLBYW7			

2. PAYMENT SCHEDULE

a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to **$ 18,000.00** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Salem	$18,000.00	$2,000.00

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

and as applicable with the Phase 4 Rail Trail Improvements, and further authorizes the Town Manager to sign and effectuate all items thereof for execution of the agreement."
SECOND: by Councilor Stacey
VOTE: 8-0-0
Motion passed unanimously.

10. Fire Department – Authorize Town Manager to Sign Hazard Mitigation Grant Agreement

Manager Dillon stated that there was a grant opportunity that the Fire Chief was present to discuss.

Craig Lemire, Fire Chief, stated that the Salem Hazard Mitigation Plan was last updated in 2018 and was a planning tool they used to reduce future losses from natural and human-caused hazards as required by the Disaster Mitigation Act of 2000 which was then signed into law by President Clinton. The Town was required by law to review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. They must resubmit for approval within five years to continue to be eligible for mitigation project grant funding. The cost associated with updating the Mitigation Plan is $20,000 and they would like to request the Town to accept a grant that would cover 90% ($18,000) of the cost and the Town would be expected to cover the remaining 10% ($2,000). The cost could either be taken from the budget or they could use in-kind match sources to meet the requirement.

MOTION: by Councilor Bettencourt
Move that the Town Council accepts the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of $18,000 for updating the local hazard mitigation plan. Furthermore, we acknowledge the total cost of this project will be $20,000, in which the town will be responsible for a 10% match ($2,000); further the Town Council authorizes the Town Manager to sign any and all documents related to this grant.
SECOND: by Councilor Stramaglia
VOTE: 8-0-0
Motion passed unanimously.

11. Municipal Services Department – Transfer Station Update

Manager Dillon stated that the packet had a memo from the Municipal Services Director.

Mr. Sorenson stated that Geoff Benson would give the presentation.

Geoff Benson stated that they wanted to clear some trees on the Transfer Station property and move the compost and crushed stone/ asphalt piles to that location. He detailed where it was on the property with pictures. This was to make the property look better. The presentation was to inform the Town Council what they were doing. They would also address the ash pile to reduce the likelihood of fire.

Councilor Stacey asked how close they were to the waterway in the back of the property.

Mr. Benson stated that they had a 200-foot setback.

MINUTES OF THE
Town Council

Regular Meeting of
February 5, 2024

The Town Council held a meeting on Monday, February 5, 2024, at the Media Center at Salem High School Salem, NH.

PRESENT: Chairman Robert Bryant, Councilor Joe Sweeney, Councilor Keith Stramaglia, Councilor Cathy Stacey, Councilor Lisa Withrow, Councilor D.J. Bettencourt, Councilor Paul Pelletier, Councilor Bonnie Wright, and Chris Dillon (Town Manager).

ABSENT: Councilor Jim Keller

CALL TO ORDER:
Chairman Bryant began by calling the meeting to order at 7:00 p.m.

1. Pledge of Allegiance
Chairman Bryant led the Town Council in the Pledge of Allegiance.

2. Meeting Minutes
MOTION: by Councilor Wright
Move to approve the sealed Town Council Non-Public Session #1 Meeting Minutes from January 8, 2024.
SECOND: by Councilor Sweeney
VOTE: 8-0-0
The motion passed unanimously.

MOTION: by Councilor Wright
Move to approve the sealed Town Council Non-Public Session #3 Meeting Minutes from January 8, 2024.
SECOND: by Councilor Sweeney
VOTE: 8-0-0
The motion passed unanimously.

MOTION: by Councilor Wright
Move to approve the sealed Town Council Non-Public Session #1 Meeting Minutes from January 22, 2024.
SECOND: by Councilor Withrow
VOTE: 6-0-2
The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.

MOTION: by Councilor Wright
Move to approve the sealed Town Council Non-Public Session #2 Meeting Minutes from January 22, 2024.

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SECOND: by Councilor Withrow
VOTE: 6-0-2
The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.

MOTION: by Councilor Wright
Move to approve the sealed Town Council Non-Public Session #3 Meeting Minutes from January 22, 2024.
SECOND: by Councilor Withrow
VOTE: 6-0-2
The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.

MOTION: by Councilor Wright
Move to approve the Town Council Public Session Meeting Minutes from January 16, 2024.
SECOND: by Councilor Stacey
VOTE: 7-0-1
The motion passed with Councilor Stramaglia abstaining.

MOTION: by Councilor Wright
Move to approve the Town Council Public Session Meeting Minutes from January 22, 2024.
SECOND: by Councilor Pelletier
VOTE: 6-0-2
The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.

MOTION: by Councilor Wright
Move to seal the Town Council Non-Public Session #1 from February 5, 2024, per RSA 91-A:3 II and III because Session #1 divulgence would affect adversely the reputation of a person other than a member of the public body itself.
SECOND: by Councilor Stacey
VOTE: 8-0-0
The motion passed unanimously.

MOTION: by Councilor Wright
Move to seal the Town Council Non-Public Session #2 from February 5, 2024, per RSA 91-A:3 II and III because Session #2 divulgence would likely render a proposed action ineffective.
SECOND: by Councilor Withrow
VOTE: 8-0-0
The motion passed unanimously.

3. Chairman Comments:
None.

4. Approve Consent Agenda
Manager Dillon stated that the packet had a list of the Consent items.

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MOTION: by Councilor Sweeney
Move to approve the February 5, 2024 Consent Agenda.
SECOND: by Councilor Stramaglia
VOTE: 8-0-0
The motion passed unanimously.

5. Additions and/or Requests by Public or Council by Vote
None.

6. Municipal Services Department – Discussion on Girl Scout Troop #58720 Silver Award Project – No Littering Signs on the Rail Trail
Manager Dillon stated that the packet had a memo from the Municipal Services Director.

Roy Sorenson, Municipal Services Director, stated that he would turn it over to the Girl Scouts to speak about their project.

Maggie Duckett, Girl Scout Troop #58720, introduced her troop.

Sophia Fitzell, Girl Scout Troop #58720, covered the troop's previous volunteer efforts.

Penny Oberlander, Girl Scout Troop #58720, stated that the Silver Award was the highest-level honor for Cadets. They decided to address littering as their cause for this award. The scouts also loved the Rail Trail, but they noticed that there was a lot of litter along it during a bike ride.

Alena Thompson, Girl Scout Troop #58720, stated that they worked with the Friends of the Salem Bike Ped Corridor and Mr. Sorenson to come up with a plan to install no littering signs along the trail. They would pay for the signs themselves.

Mr. Sorenson stated that the Girl Scouts were waiting for the weather to break and they would put the signs up.

Chairman Bryant asked if they knew what the signs looked like.

Mr. Sorenson stated that they would send pictures once they had the signs. The signs would be on the finished section.

Chairman Bryant thanked the Girl Scouts.

MOTION: by Councilor Bettencourt
Move that the Town Council hereby authorizes Girl Scout Troop #58720 to purchase and install no littering signs along the rail trail for achievement of their Silver Project Award; further the project will be under the supervision of the Municipal Services Department.
SECOND: by Councilor Stacey
VOTE: 8-0-0
The motion passed unanimously.

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7. Public Hearing – Request to Unmerge Lots – 15 Henry Street

Chairman Bryant opened the Public Hearing at 7:11 PM.

Manager Dillon stated that the packet had a memo from the Planning Director. The governing body, the Town Council, is authorized under RSA 674:39-aa to consider this request. Also included in your packet is a tax map identifying the location of the property, a certified plot plan noting the property boundaries, the application and backup from Mr. Gill, as well as a copy of the RSA for your reference. The Town Assessor and the applicant were also present in case there were questions.

Chairman Bryant stated that he read that they were involuntarily merged. He asked if anyone wanted to speak.

Brenda Wilson, 17 Henry Street, asked what the purpose of the unmerging was.

Manager Dillon stated that in the past the Town has merged lots that abutted each other if they were owned by the same person. If the Town did that without having been requested to by the property owner, the property owner had the right to request that the lots be unmerged because the Town did it without their permission. The Assessor researched the parcels and it appeared that they were involuntarily merged.

Chairman Bryant asked to confirm that the lots were involuntarily merged.

Joe Lessard, Interim Town Assessor, stated that they found no request to have the lots merged or any development that would have led the lots to be treated as merged.

Chairman Bryant thanked him for that answer.

Manager Dillon stated that if the lots were involuntarily merged but there was development on one lot that assisted the development on the other lot then they would be considered merged by the property owner.

Chairman Bryant stated that they did not know what the property owner would do with the lot, but they would have to go through the necessary boards in order to do something there. This was just unmerging the lots because they were not supposed to be together.

MOTION: by Councilor Stacey
Move in accordance with RSA 674:39-aa, that the Town Council grants the request of Guy Gill to unmerge lots at 15 Henry Street (Map 72, Lot 2978).
SECOND: by Councilor Sweeney
VOTE: 8-0-0
The motion passed unanimously.

Chairman Bryant closed the Public Hearing at 7:16 PM.

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8. Public Hearing – Police Department – Accept $30,000 Grant from NH Department of Justice, Violence Against Woman Act

Chairman Bryant opened the Public Hearing at 7:16 PM.

Manager Dillon stated that the packet had a memo from the Police Chief.

Joel Dolan, Police Chief, stated that this would be the third full year that they had received this grant. The position went from part-time to full-time recently. Felony cases had reverted to the District Court level so there was more need for this service. They appreciated the support in the budget process.

MOTION: by Councilor Wright
Move in accordance with RSA 31:95(b) that the Salem Town Council accepts a grant in the amount of $30,000 from the NH Department of Justice as part of the Violence Against Woman Act Formula Grant to fund the Victim Witness Advocate position; and further to authorize the Town Manager to sign any and all documents necessary to finalize the acceptance of this grant.
SECOND: by Councilor Withrow
VOTE: 8-0-0
Motion passed unanimously.

Chairman Bryant closed the Public Hearing at 7:19 PM.

9. Municipal Services Department – Rail Crossing Agreement – Brunello Road - Tuscan Village Project

Manager Dillon stated that the packet had a memo from the Municipal Services Director.

Mr. Sorenson stated that this item originally came to the Board of Selectmen back on November of 2022. The Board endorsed a rail crossing at Brunello Road. He covered where the location was. The State had accepted the plan and the Council needed to authorize the Town Manager to sign the crossing agreement.

Heather Monticup, GPI, stated that four things were discussed back in 2022 regarding this intersection. Those items were the need to widen Route 28 for the Brunello Road extension, the Rail Trail that would be developed, the funding for the Rail Trail, and the crossing agreement. This crossing allowed the opening up of the northern section of the Tuscan Development. The crossing of the rail line required approval from the NH DOT. She covered the design of the crossing and the plan for the Rail Trail segment using a CMAQ grant. They had requested an at-grade crossing, which had been accepted. Ms. Monticup covered the crossing design. The crossing would go away if rail service returned to those tracks.

MOTION: by Councilor Sweeney
Move that the Town Council hereby accepts the crossing agreement from the New Hampshire Department of Transportation, Bureau of Rail and Transit, for a new at grade crossing at Brunello Road, to be incorporated as the western leg of the Node 8 Local Area Improvements,

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and as applicable with the Phase 4 Rail Trail Improvements, and further authorizes the Town Manager to sign and effectuate all items thereof for execution of the agreement."
SECOND: by Councilor Stacey
VOTE: 8-0-0
Motion passed unanimously.

10. Fire Department – Authorize Town Manager to Sign Hazard Mitigation Grant Agreement

Manager Dillon stated that there was a grant opportunity that the Fire Chief was present to discuss.

Craig Lemire, Fire Chief, stated that the Salem Hazard Mitigation Plan was last updated in 2018 and was a planning tool they used to reduce future losses from natural and human-caused hazards as required by the Disaster Mitigation Act of 2000 which was then signed into law by President Clinton. The Town was required by law to review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. They must resubmit for approval within five years to continue to be eligible for mitigation project grant funding. The cost associated with updating the Mitigation Plan is $20,000 and they would like to request the Town to accept a grant that would cover 90% ($18,000) of the cost and the Town would be expected to cover the remaining 10% ($2,000). The cost could either be taken from the budget or they could use in-kind match sources to meet the requirement.

MOTION: by Councilor Bettencourt
Move that the Town Council accepts the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of $18,000 for updating the local hazard mitigation plan. Furthermore, we acknowledge the total cost of this project will be $20,000, in which the town will be responsible for a 10% match ($2,000); further the Town Council authorizes the Town Manager to sign any and all documents related to this grant.
SECOND: by Councilor Stramaglia
VOTE: 8-0-0
Motion passed unanimously.

11. Municipal Services Department – Transfer Station Update

Manager Dillon stated that the packet had a memo from the Municipal Services Director.

Mr. Sorenson stated that Geoff Benson would give the presentation.

Geoff Benson stated that they wanted to clear some trees on the Transfer Station property and move the compost and crushed stone/ asphalt piles to that location. He detailed where it was on the property with pictures. This was to make the property look better. The presentation was to inform the Town Council what they were doing. They would also address the ash pile to reduce the likelihood of fire.

Councilor Stacey asked how close they were to the waterway in the back of the property.

Mr. Benson stated that they had a 200-foot setback.

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Councilor Pelletier asked if all of the trees would be removed.

Mr. Benson stated that there would be a two-to-five-hundred-foot buffer.

Councilor Pelletier asked if it would be seen from the road.

Mr. Benson stated that it would be hard to see it and improve over the current location.

Councilor Pelletier asked about using the northern area.

Mr. Benson stated that that location was part of the old landfill so they could not use it.

Councilor Wright asked about the compost pile.

Mr. Benson stated that the citizens would be able to take it away. They would see how it went.

12. Town Manager – Present Draft of Administrative Code

Manager Dillon stated that the Town Charter that was adopted stated in Article 4 Section 8 – A that "The Town shall have departments, divisions, boards, or committees as may be established by this Charter or as the Council may establish by Ordinance. It shall be the duty of the manager to draft and submit to the Council within nine (9) months after assuming office, an ordinance consistent with this Charter to be titled the "Administrative Code", which provides for the division of the administrative service of the Town into departments or agencies and define the functions and duties of each." The Town Council had a first draft of that Administrative Code. The language was borrowed from Newmarket's Charter, so he spoke with them about what they did. The draft reflected some of Newmarket's language and followed the budget book listing of departments. SCTV was not in the budget book so it would need to be added. Manager Dillon wanted to get some feedback on if this was the right direction for drafting the Code.

Chairman Bryant stated that they would reread it based on his comments. He asked if the document in the backup was different than the document that Manager Dillon had.

Manager Dillon stated that his version had some minor modifications to grammatical issues.

Councilor Sweeney stated that this met what the Charter Commission was looking for when they prepared the requirement.

13. Assign Warrant Articles for February 17th Deliberative Session

Chairman Bryant stated that they would assign the speakers.

Article #, Article Title, Speaking to Article
Article 2 - Charter Amendment Number 1 – Councilor Sweeney
Article 3 - Charter Amendment Number 2 – Councilor Sweeney
Article 4 - Charter Amendment Number 3 – Councilor Sweeney
Article 5 - Charter Amendment Number 4 – Councilor Sweeney
Article 6 - Charter Amendment Number 5 – Councilor Sweeney

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Article 7 - Charter Amendment Number 6 – Councilor Sweeney
Article 8 - Construct New Police Station (Bond) – Councilor Stacey
Article 9 - Millville Lake Dam Rehabilitation (Bond) – Councilor Pelletier
Article 10 - Senior Center HVAC Replacement (Loan) – Councilor Wright
Article 11 - Captain's Pond Watershed Management Plan (CWSRF Loan) – Councilor Bettencourt
Article 12 - 2024 Operating Budget – Chairman Bryant
Article 13 - 2024 Road Construction & Engineering Program – Councilor Withrow
Article 14 - IAFF Local 2892 Collective Bargaining Agreement – Councilor Stramaglia
Article 15 - OPEB Trust Fund – Councilor Keller

14. Town Manager's Report/Questions from Town Council

Manager Dillon asked Mr. Lessard to speak to the Council about a new licensing item.

Mr. Lessard stated that the Office of Professional Licensure and Certification had existed for some time and oversaw everything from hairdressers to appraisers. They just added assessors to the list of certified positions. They are looking for an elected official to serve on the board.

Manager Dillon stated that he had mentioned it to Councilor Stacey because she had some background with that. He was bringing it up to the Council for discussion.

MOTION: by Councilor Bettencourt
Move that the Town Council nominates Councilor Stacey to the Office of Professional Licensure and Certification for the assessor certification board.
SECOND: by Councilor Sweeney
VOTE: 8-0-0
Motion passed unanimously.

Manager Dillon stated that NHMA had sent out a notice regarding a bill that would prohibit taxpayer funds from going towards lobbying or legislative advocacy of any kind. NHMA sent out a sample letter that they were hoping to have municipalities send out. He wanted to see if the Council wanted to take action on it.

Councilor Wright asked if this would be something they did individually or as a board.

Councilor Stacey stated that the bill, HB 1479, had been proposed by a legislator out of Fremont and made it a misdemeanor for anyone paid by the town, county, or the State to testify for or against legislation. If someone did that then an individual could bring action against the person and have them removed from office. It was a complex bill. She was in favor of opposing the bill and having the Chairman sign the letter. The hearing on the bill was at 11:30 AM on Wednesday of this week. The letter could be emailed to the committee members holding the hearing.

Councilor Bettencourt stated that as a former legislator he knew that all sorts of interesting legislation was proposed. This bill was not going anywhere. He did not know what the Representative was trying to get at here, but there were a slew of First Amendment

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considerations that this conflicted with. He felt that they could send individual letters and save their formal letter for something more concerning and likely to pass.

MOTION: by Councilor Stacey
Move that the Town Council directs the Chairman to sign a letter of opposition to HB1479 and submit it to the NH Legislature.
SECOND: by Councilor Stramaglia
VOTE: 6-0-2
Motion passed with Councilor Sweeney and Councilor Bettencourt abstaining.

Manager Dillon stated that the School District Deliberative Session was this Thursday evening, and the Town Deliberative Session was on Saturday the 17th in the morning. The Town Council would need to meet at 8:45 AM, recess, and then reconvene after the Deliberative Session in case there were any modifications to the Warrant that changed the Town Council's recommendations so that the ballots could be sent to the printer early the next week. He was asked how many Councilors wanted a binder versus doing everything electronically.

Chairman Bryant stated that everyone except Councilor Sweeney wanted a binder.

Councilor Bettencourt stated that the Conservation Commission was looking for an update on their trail cameras.

Manager Dillon stated that he would look into it.

15. Old Business/Tabled and Pending
None.

16. Upcoming Meetings

- February 17, 2024 (Following Deliberative Session - If Necessary to Reconsider Warrant Articles)
- February 26, 2024
- March 4, 2024
- March 18, 2024

ADJOURNMENT AT 7:53 P.M.
MOTION: by Councilor Sweeney
Move to adjourn at 7:53 PM.
SECOND: by Councilor Stacey
VOTE: 8-0-0
The motion passed unanimously.

Notes/minutes taken by: Jeremiah Lamson

Approved: Town Council

Date Approved: _____

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TOWN OF SALEM, NEW HAMPSHIRE
33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2120 · FAX: (603) 890-2220
www.salemnh.gov

Certificate of Vote of Authorization

Town of Salem, NH
33 Geremonty Drive
Salem, NH 03079

I, Susan M. Wall, Town Clerk, Town of Salem, NH, hereby certify that Christopher A. Dillon, Town Manager was authorized to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management. This authority was granted by the Salem, NH Town Council on Monday, February 5, 2024, for the Town of Salem and, further, the Town Council voted to authorize Town Manager Christopher A. Dillon to execute any and all contracts and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Christopher A. Dillon was granted authority prior to the day the grant agreement was signed, and it has not been amended or repealed as of the day the contract was signed.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Salem, New Hampshire on this 15 day of February, 2024.

Susan M. Wall

Susan M. Wall, Town Clerk

State: New Hampshire
County: Rockingham

On this 15 day of February 2024, before me, Maureen R. Witley, the undersigned officer, personally appeared Susan M. Wall, Town Clerk, known to me to be the person whose name is signed on the foregoing document and acknowledged to me that she signed voluntarily for its stated purpose and that it was her free act and deed.

In witness thereof, I hereunto set my hand and official seal.

Maureen R. Witley

Justice of the Peace/Notary

MAUREEN R. WITLEY NOTARY PUBLIC NEW HAMPSHIRE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Salem 33 Geremonty Drive Salem, NH 03079	285	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not	
X	**General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of New Hampshire – Department of Safety Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Date: 2/16/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**