

CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 12, 2025

5L

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to amend the grant agreement with the Town of Salem (177472-B001), 33 Geremonty Dr., Salem, NH 03079, to update their Hazard Mitigation Plan (HMP). This amendment will change the completion date from October 29, 2026 to May 2, 2026. This grant was initially approved by Governor and Council on April 10, 2024, item #90. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

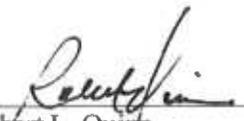
EXPLANATION

This request for a change in completion date is needed due to an incorrect date listed on the initial agreement. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date change will not affect Federal Funding.

The Hazard Mitigation Grant Program is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that 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

Federal Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000095

Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Assistance Listings: 97.039

Applicant's Unique Entity Identifier (UEI): MQBHSJXLBYW7

Grant Agreement Amendment

Extension or Change of Period of Performance

Town of Salem (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1098858) approved by the Governor and Executive Council on April 10, 2024, Item #90, between the Town of Salem as "Sub-recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from October 29, 2026 to May 2, 2026

2. EXHIBIT B, Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions, Number 1;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on May 2, 2026 and by that date the aforementioned hazard mitigation plan 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 June 2, 2026, thirty (30) days after the period of performance ends.

3. Exhibit C, Grant Amount and Payment Schedule, Number 2, section b

Change task completed schedule from:

Sub-Recipient Initials: 1. Jan 2 2. 3. Date: 1/21/25

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%

To:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process <ul style="list-style-type: none"> • Grant Award and Contracting • Select and Hire a Vendor • Convene a Local Hazard Mitigation Planning Committee 	20%
Task 2. Conduct a Hazard Identification and Risk Assessment <ul style="list-style-type: none"> • Revisit the Hazard Profiles • Facility Inventory • Vulnerability Assessment 	20%
Task 3. Identify Mitigation Actions <ul style="list-style-type: none"> • Mitigation Goals 	20%
Task 4. Prioritize Mitigation Actions <ul style="list-style-type: none"> • Mitigation Actions 	20%
Task 5. Submit completed plan for review, revisions, and receive APA status <ul style="list-style-type: none"> • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft 	15%
Task 6. Submit Adopted Plan and receive Formal Approval <ul style="list-style-type: none"> • Review and Approval 	5%

4. All other provisions of the grant agreement, approved by the Governor and Council on April 10, 2024 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Sub-Recipient Initials: 1.) OK 2.) 3.) Date: 1/21/24

Town of Salem (Sub-Recipient)

By (signature): 

By (signature): _____

Print Name: Joseph R. DeWine

Print Name: _____

Title: Town Manager

Title: _____

By (signature): _____

By (signature): _____

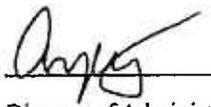
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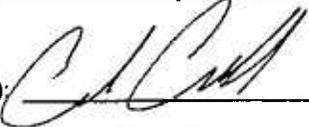
Title: _____

Title: _____

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): 
Director of Administration

Approval by State of New Hampshire Attorney General:

By (signature):  03-03-2025
Attorney General

Sub-Recipient Initials: 1.)  2.) _____ 3.) _____

Date: 1/21/25

Approval by State of New Hampshire Governor & Council / Secretary of State:

By (signature): _____
Governor & Council / Secretary of State

Sub-Recipient Initials: 1.) *DR*

2.)

3.)

Date: 1/21/25



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, Jennifer Dudley, Deputy Town Clerk, Town of Salem, NH, do hereby certify that Joseph R. Devine, Town Manager, was authorized to sign and the amended 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, January 13, 2025.

I further attest that Joseph R. Devine 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.

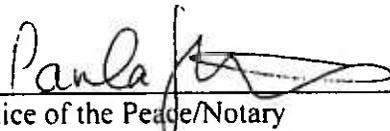
IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy Town Clerk of Salem, New Hampshire on this 22 day of JANUARY, 2025.

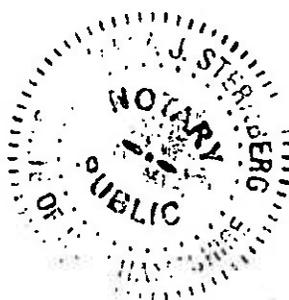

Jennifer Dudley, Deputy Town Clerk *WR*

State: New Hampshire
County: Rockingham

On this 22 day of January 2025, before me, Pamela J Sternberg the undersigned officer, personally appeared Jennifer Dudley, Deputy 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.


Justice of the Peace/Notary



PAMELA J. STERNBERG
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 15, 2029

1 **SECOND:** by Councilor Bryant

2 **VOTE:** 9-0-0

3 **The motion passed unanimously.**

4

5 **3. Chairman Comments:**

6 None.

7

8 **4. Approve Consent Agenda**

9 **MOTION:** by Councilor Bryant

10 *Move to approve the January 13, 2025 Consent Agenda.*

11 **SECOND:** by Councilor Bettencourt

12 **VOTE:** 9-0-0

13 **The motion passed unanimously.**

14

15 **5. Additions and/or Requests by Public or Council by Vote**

16 Sylvia Das Chagas, 7 Main Street, stated that there was an issue with the long waits at the
17 Transfer Station on Saturdays. There were a lot of commuters from Boston who could not make
18 it to the Transfer Station during the week. She was asking to have hours extended until seven
19 twice a week instead of just on Wednesdays as a trial. It would help reduce the long waits. The
20 current hours did not allow for people to get there during the week, but the extra half-hour would
21 allow commuters to be able to get there during the week.

22

23 Elaine Wall stated that she had a concern about the accessibility as well. They would be bringing
24 the trash to the Transfer Station themselves. She wanted to have them open the Transfer Station
25 later in the evening during the week.

26

27 Chairman Sweeney thanked them for coming to speak. They had been making changes to
28 improve the Transfer Station over the past decade. They had changed the layout to have the line
29 move faster. It would be a continuing conversation about improving the Transfer Station.

30

31 Ms. Wall thanked them for listening.

32

33 Councilor Hatch stated that they had received an email about ash disposal. He had a lot of
34 questions about the Transfer Station and taking in C&D. Councilor Hatch thought the request
35 was worth considering and wanted it on a future agenda so that it could also be opened up to the
36 public. He heard questions from his contractor friends about what the Town did and did not
37 accept at the Transfer Station. He suggested extra hours after long holiday hours.

38

39 Councilor Stacey stated that this year was an anomaly because Christmas and New Year's Day
40 fell on the day that the Transfer Station had extended hours.

41

42 Councilor Hatch stated that the new road had helped the line become less of an issue.

43

44 Chairman Sweeney stated that he had not seen the email.

45

46

1 **6. Introduction of Information Technology Manager Tim Moynahan**

2 Manager Devine stated that he wanted to introduce Tim Moynahan who had public and private
3 experience from working for Liberty Mutual and the Rye School District.

4
5 Tim Moynahan stated that he was excited to be there.

6
7 **7. First Read/Waiver**

8 **a. Resolution No. 2025-01 – Public Hearing – Police Department – Accept**
9 **\$23,400.00 Grant from NH Office of Highway Safety**

10 Manager Devine stated that this was a public hearing to accept a grant from the Office of
11 Highway Safety.

12
13 Joel Dolan, Police Chief, stated that this was a long-time grant that they had been receiving.
14 They were asking the Council to accept the \$23,400 grant.

15
16 Chairman Sweeney opened the Public Hearing at 7:12 PM. He asked if there was any public
17 comment. There was none.

18
19 Chairman Sweeney closed the Public Hearing at 7:12 PM.

20
21 **MOTION:** by Councilor Bryant

22 *Move that the Salem Town Council hereby adopts Resolution No. 2025-01, and further to*
23 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
24 *as follows:*

25 *Resolution #2025-01*

26 *To Accept \$23,400 Grant from the New Hampshire Office of Highway Safety*

27 *WHEREAS: The Salem Police Department is in receipt of a grant from the New Hampshire*
28 *Office of Highway Safety in the amount of \$23,400; and,*

29 *WHEREAS: The department intends to utilize the grant amount to fund supplemental directed*
30 *traffic enforcement; and,*

31 *WHEREAS: The department will focus on specific efforts of speed enforcement, DUI*
32 *detection, distracted driving, seatbelt enforcement, enforcement mobilizations, and community*
33 *outreach; and*

34 *WHEREAS: RSA 31:95-b authorizes the Town Council to accept such financial grants when*
35 *they become available during the year.*

36 *NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT: The*
37 *Salem Town Council hereby accepts with gratitude a grant in the amount of \$23,400 from the*
38 *New Hampshire Office of Highway Safety; and further authorize the Town Manager to sign*
39 *any and all documents necessary to effectuate this grant.*

40 **SECOND:** by Councilor Withrow

41 **VOTE:** 9-0-0

42 **The motion passed unanimously.**

43
44 **b. Resolution No. 2025-02 – Public Hearing – Police Department – Accept**
45 **\$30,000.00 Grant from the NH Department of Justice**

46 Manager Devine stated that this was also a Public Hearing for the Police Department.

1 Chief Dolan stated that this was a continuation of a grant for the Victim Witness Advocate
2 program. They had been able to make this a full-time position in the budget and expand the
3 services offered. This grant would cover part of the position cost.

4
5 Chairman Sweeney opened the Public Hearing at 7:14 PM. He asked if there was any public
6 comment. There was none.

7
8 Chairman Sweeney closed the Public Hearing at 7:14 PM.

9
10 **MOTION:** by Councilor Bryant

11 *Move that the Salem Town Council hereby adopts Resolution No. 2025-02, and further to*
12 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
13 *as follows:*

14 **Resolution #2025-02**

15 *To Accept \$30,000 Grant from the New Hampshire Department of Justice*

16 **WHEREAS:** *The Salem Police Department is in receipt of a grant from the New Hampshire*
17 *Department of Justice in the amount of \$30,000; and,*

18 **WHEREAS:** *The department intends to utilize the grant amount to fund the help fund the*
19 *Victim Witness Advocate position within the Police Department; and*

20 **WHEREAS:** *The grant funds will assist the Police Department in continuing to provide*
21 *services to victims of crimes in Salem; and WHEREAS: RSA 31:95-b authorizes the Town*
22 *Council to accept such financial grants when they become available during the year.*

23 **NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT:** *The*
24 *Salem Town Council hereby accepts with gratitude a grant in the amount of \$30,000 from the*
25 *New Hampshire Department of Justice; and further authorize the Town Manager to sign any*
26 *and all documents necessary to effectuate this grant.*

27 **SECOND:** by Councilor Stacey

28 **VOTE:** 9-0-0

29 **The motion passed unanimously.**

30
31 **c. Resolution No. 2025-03 – Public Hearing – Accept \$ 52,294.46 from FEMA**
32 **for April 3-5, 2024 Weather Event**

33 Manager Devine stated that this was a public hearing to accept funds from FEMA.

34
35 Nicole McGee, Finance Director, stated that this was a reimbursement for the April storm from
36 FEMA. FEMA was covering 75% of the Town's costs.

37
38 Chairman Sweeney opened the Public Hearing at 7:18 PM. He asked if there was any public
39 comment. There was none.

40
41 Chairman Sweeney closed the Public Hearing at 7:18 PM.

42
43 **MOTION:** by Councilor Bettencourt

44 *Move that the Salem Town Council hereby adopts Resolution No. 2025-03, and further to*
45 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
46 *as follows:*

1 **Resolution #2025-03**

2 **Accept \$52,294.46 Grant from FEMA for the April 3-5 Storm Event**

3 **WHEREAS: Between April 3-5, 2024 the town was impacted by a severe winter storm event**
4 **and that on July 10, 2024 the President of the United States of America declared this storm a**
5 **major disaster; and**

6 **WHEREAS: The Town Council received a grant from the Department of Homeland Security**
7 **under the Federal Emergency Management Agency (FEMA) in the amount of \$52,294.64**
8 **under disaster recovery event 4799DR-NH; and**

9 **WHEREAS: The grant was administered through the State of New Hampshire, Department of**
10 **Safety, Division of Homeland Security and Emergency Management (HSEM)**

11 **WHEREAS: RSA 31:95-b authorizes the Town Council to accept such financial grants when**
12 **they become available during the year.**

13 **NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT: The**
14 **Salem Town Council hereby accepts with gratitude a grant in the amount of \$52,294.46 from**
15 **FEMA for the 4799DR-NH April 3-5 winter event; and further to authorize the Town**
16 **Manager to sign any and all documents necessary to effectuate this grant.**

17 **SECOND:** by Councilor Stacey

18 **VOTE:** 9-0-0

19 **The motion passed unanimously.**

20
21 **8. New Business**

22 **a. Field of Dreams – Request for Change in Park Activities in 2025**

23 Manager Devine stated that the next item was regarding the Field of Dreams.

24
25 Rob Hannon, President of Field of Dreams, stated that the last time they had been before the
26 Council was in 2022 when they requested permission to hold a beer garden at the Field of
27 Dreams as part of their Family Fun Day event. The event was successful, and he thanked the
28 Council for allowing it to happen. The Field of Dreams had two new requests that Mr. Hannon
29 was presenting. The first what that they would like to put in a concession booth in the location of
30 the existing stage. They wanted to remove the wood platform and put in a 20' x 8' metal
31 shipping container. The container would be modified for a sales window, which can be secured,
32 provide power to box, and other architectural features to make it more attractive. A picture of a
33 potential design was shown. They would sell merchandise, prepackaged food, and beverages
34 there.

35
36 Matt Tylus, Field of Dreams, stated that he was coming to speak about allowing alcohol sales at
37 the Field of Dreams. The Field of Dreams was being requested as a potential location for a beer
38 garden for the Salembration event already. They had run into competition from the Tuscan,
39 which was also holding concerts, selling beer, and holding movie nights on the same nights as
40 the Field of Dreams. It hurt their fundraising and reduced their sponsorships. They had spent
41 \$126,000 last year on maintenance and hosting events. The improvements included video
42 surveillance of the pavilion, wi-fi at the park, the irrigation system, and upgrades to the
43 playground structure. That included paint and replacement of rotted boards. The funds from
44 alcohol sales would help with raising funds for replacing the playground structure, which would
45 be very costly. Mr. Tylus spoke about how they would train staff, have an ID Scanner, and limit
46 the area for the beer garden.

1 Chairman Sweeney stated that the Field of Dreams would lose out on Family Fun Day this year
2 due to the Salembration event. It would cost them \$25,000 to lose that fundraiser.

3
4 Councilor Bettencourt stated that he hoped they did not have to replace any boards in the near
5 future because the price of lumber was going to skyrocket. He asked the Police Chief if he had
6 any concerns about allowing alcohol sales at the Field of Dreams.

7
8 Chief Dolan stated that they had no issues. They had worked with the Field of Dreams over the
9 years and did not feel that this would be a problem. There was also an outside detail for the big
10 events.

11
12 Councilor Bettencourt stated that he was good with this.

13
14 Councilor Stacey asked about the movie nights.

15
16 Mr. Hannon stated that this year they were doing Inside Out, Moana 2, and Elemental. They
17 rented a digital display board for these events. It was not cheap, but it worked very well and
18 allowed people to see the screen even in daylight.

19
20 Councilor Hatch stated that they said they had a drop in revenue from competing with the Tuscan
21 Village. They would never be able to compete with the Tuscan Village due to their size.

22
23 Mr. Hannon stated that they were not trying to be like the Tuscan. The issue was that if they
24 were choosing between two places on a Tuesday to watch a movie, they might choose the one
25 where they could get a beer.

26
27 Councilor Hatch asked if they had talked about changing the nights for the movies.

28
29 Mr. Hannon stated that they had concerts on Thursday nights and Friday nights so there was only
30 so much leeway they could have.

31
32 Councilor Hatch asked if they used a vendor to sell the alcohol or if they sold the alcohol
33 themselves during the previous beer garden event.

34
35 Mr. Hannon stated that they had a vendor doing the serving, but his name was on the permit that
36 was pulled.

37
38 Councilor Hatch asked if they would have a vendor again.

39
40 Mr. Hannon stated that it would be run by the Field of Dreams.

41
42 Councilor Withrow stated that she loved that they were updating things to make it more
43 appealing to the public. She liked the look of the concession stand. It would modernize it. They
44 were providing more options. The alcohol as well was okay. Councilor Withrow stated that she
45 would support it. It was good for the Town in general and she did not see problems with it.
46

1 Councilor Pelletier asked if the sales at the last beer garden were up to what they expected.

2
3 Mr. Hannon stated that it was significantly lower. They spent money on a service provider who
4 had three or four staff on hand and who opened up a majority of the cases. Once that happened
5 the cases could not be returned. They wound up with a lot of product left over that they could not
6 get rid of. It was a success for them logistically. They did not advertise the beer garden because it
7 was not what Family Fun Day was about. Overall, it was successful because people could have a
8 beer responsibly and there were no incidents.

9
10 Councilor Pelletier stated that he was hoping there was a way for them to announce that they had
11 a beer garden. People asked him while he was there what was happening on the stage. It did not
12 seem very busy.

13
14 Mr. Hannon stated that they could see dads interested but being told not today by their spouses or
15 kids.

16
17 Councilor Stramaglia asked if it would just be beer that they were selling.

18
19 Mr. Hannon stated that they were looking at canned products.

20
21 Councilor Stramaglia asked if that meant beer.

22
23 Mr. Hannon stated that it was beer and also there were canned seltzers. No hard alcohol would
24 be sold.

25
26 Chairman Sweeney stated that the submission stated that alcohol would be consumed in an
27 enclosed, designated area.

28
29 Mr. Hannon stated that it would be a secure area.

30
31 Councilor Bryant asked if the concession stand would require site work and a concrete
32 foundation.

33
34 Mr. Hannon stated that they would probably put it on a gravel bed.

35
36 Chairman Sweeney stated that it was a better use of that space than the old stage.

37
38 Councilor Pelletier stated that he thought the concession stand looked great. He thought the
39 Planning Board had an ordinance regarding containers on private property, but he did not know
40 if it applied to this circumstance. It was something they may want to look into.

41
42 Mr. Hannon stated that he would do that.

43
44 Chairman Sweeney stated that there was no suggested motion in the packet.

1 Manager Devine stated that he would ask the Council to wait until the next meeting. He was still
2 waiting to hear back from Primex regarding any liability issues if the Town allowed it. They had
3 not given him an answer yet.

4
5 Chairman Sweeney stated that they would address it once that answer was received then. It felt
6 like the Council was in support of what they were trying to do.

7
8 **b. Fire Department – Accept Donations**

9 Manager Devine stated that the Fire Department had received some donations.

10
11 Craig Lemire, Fire Chief, stated that they appreciated these donations from relatives of patients
12 who wanted to thank the Fire Department.

13
14 **MOTION:** by Councilor Bryant

15 *Move in accordance with RSA 31:95(e) that the Salem Town Council hereby accepts with*
16 *gratitude a donation of a \$25.00 gift card to Tuscan Market from Sheila DiBlasi; and further*
17 *in accordance with RSA 31:95(b), accepts with gratitude a donation of \$50.00 from Carol*
18 *Bascio for the Fire Department.*

19 **SECOND:** by Councilor Withrow

20 **VOTE:** 9-0-0

21 **The motion passed unanimously.**

22
23 **c. Fire Department – Consider Amendment to Hazard Mitigation Plan,**
24 **Agreement**

25 Manager Devine stated that the packet had a memo from the Fire Chief.

26
27 Chief Lemire stated that this was more of an administrative matter. They had been working on
28 the Hazard Mitigation Plan for the past six months. The Town's portion was complete. The
29 company who was assisting them was putting the finishing touches on it now. Homeland
30 Security noted that there was an incorrect date in the document. He was looking to have that
31 corrected.

32
33 **MOTION:** by Councilor Bryant

34 *Move that the Salem Town Council, in a majority vote, accepts the terms of the Hazard*
35 *Mitigation Grant Program (HMGP) amendment as presented, to reflect the change of Period*
36 *of Performance from October 29, 2026, to May 2, 2026.*

37 **SECOND:** by Councilor Stramaglia

38 **VOTE:** 9-0-0

39 **The motion passed unanimously.**

40
41 **d. Finance - Public Hearing - Authorize Adjustment in Demand and Benefit**
42 **Assessment for Heritage Baptist Church from \$10,350.00 to \$1,978.00 Due to**
43 **Change in Town Consumption Estimate**

44 Manager Devine stated that the Finance Director was present to speak to this item.
45

1 Ms. McGee stated that the estimate was based off of estimates using other churches of similar
2 size. The usage was much lower than what was anticipated now that they had a year's worth of
3 usage data. They were requesting to reduce the DBA assessment to reflect that usage.

4
5 Councilor Hatch asked if they did the study for one year.

6
7 Ms. McGee stated that they did the estimate before the Church came onto the Town's water
8 system. They had been on the water system for a year now and the usage was much lower than
9 the estimate.

10
11 Councilor Hatch asked if there was any recourse if the usage increased to meet the estimate in
12 the future.

13
14 Ms. McGee stated that she thought the Town could reassess the Church if the water consumption
15 increased greatly in the future.

16
17 Councilor Hatch stated that he was thinking about two years from now if the water usage
18 increased and met the estimates that the Town had done. He asked if they could go back and
19 revisit this since the Town was losing out on this deal.

20
21 Councilor Withrow asked if the Town could do that. She thought it was similar to how they
22 could not reassess impact fees.

23
24 MS. McGee stated that the Demand Betterment was unique to Salem's Town Code whereas
25 impact fees were set by State RSA. She was not aware of anything in the Code that prohibited
26 the Town from revisiting the DBA.

27
28 Councilor Hatch stated that the difference between the original assessment and the actual usage
29 was a large amount. He was worried about the use increasing in the future towards that original
30 estimate.

31
32 Councilor Withrow asked if they could table this until Ms. McGee had an answer regarding the
33 Town's ability to revisit this.

34
35 Ms. McGee stated that she could wait. The next billing went out in April, and they had selected
36 the twenty-year option. She hoped that they could resolve this before then.

37
38 Councilor Bryant asked if the Church built something new on the property or if it was a new
39 church.

40
41 Ms. McGee stated that she did not know if it was a new church. She was not involved in that
42 stage of the DBA. The Church was in Windham, so she did not know the details.

43
44 Councilor Bryant stated that the Church was in Windham.

45
46 Councilor Hatch stated that made him want to wait for the answer more.

1 **MOTION:** by Councilor Withrow

2 *Move that the Salem Town Council tables discussion on an adjustment of the water Demand*
3 *and Benefit Assessment (DBA) for Heritage Baptist Church from \$10,350.00 to \$1,978.00.*

4 **SECOND:** by Councilor Stacey

5 **VOTE:** 9-0-0

6 **The motion passed unanimously.**

7
8 **e. Finance – Discussion on Water and Sewer Rates**

9 Manager Devine stated that the Town Council formed a subcommittee at the September 23rd
10 meeting consisting of Councilor Stacey, Councilor Hatch, Ms. McGee, and the Municipal
11 Services Director, Mr. Sorenson. They were going to present on their efforts.

12
13 Roy Sorenson, Municipal Services Director, stated that he was going to present for the Water
14 Sewer Rate Subcommittee. It had the directive to create a long-term plan by which the water and
15 sewer funds may be stabilized, the rates thereof adjusted proportionately, albeit with a strategic
16 approach to funding urgent capital improvements. At the meeting on September 23rd, a number
17 of water and sewer projects were laid out. The deliverable from the subcommittee was a multi-
18 concept plan utilizing three rate schedule scenarios, low, middle, and high, in each utility
19 respectively over a period of five years that is feasible, sustainable, and which addresses impacts
20 from recent inflation and aging infrastructure. They had chosen the middle option. It covered the
21 years 2026, 2027, 2028, 2029, and 2030. The approach was sustainable. The work started with
22 the 2023 numbers because that year was complete. The 2024 numbers were not available
23 because that year has not closed yet. They were projecting what 2024 would look like. The other
24 information used was the current Demand Benefit Assessment (DBA) Balances, the current Debt
25 Service, an estimated expenditure escalation of 2.5% each year, a projected DBA of \$500,000
26 each year for each fund, OPEB contributions of \$5,000 each year from each fund, capital
27 improvements using current estimates from the engineers, the Sewer Rates with a 7% increase
28 for 2025, Water Rates with a 12% increase for 2025, and historical data. The Subcommittee did
29 strategic modeling using increases in sewer rates from 2 to 4% annually and water rates with 4 to
30 6% increases annually. They looked at Capital Improvements that impacted most of the
31 community. There were a lot of projections used in this effort. They looked at using the middle
32 scenario. It was hovering around the CPI. The rates were pretty consistent over the years. Mr.
33 Sorenson presented the ending net position of the Sewer Fund for each of the years in this
34 projection. The Sewer Fund was in better shape than the Water Fund. The projections went from
35 the low to the middle to the high scenarios. The high scenario was the most erratic of the three
36 options presented. The Capital items included Inflow and Infiltration (I&I), design and
37 construction of the Haigh Avenue Lift Station, engineering for the Twinbrook Lift Station and
38 the Copper Beech Lift Station, and design and construction to address I&I on South Broadway.
39 The I&I work was a requirement of being a member of the GLSD. Capital spending in the
40 middle scenario was \$200,000 in 2026, \$250,000 in 2027, \$1.2 million in 2028, \$250,000 in
41 2029, and \$1.2 million in 2030. The low, middle, and high scenarios for water were presented
42 next. The high scenario was also the most erratic. The Capital items for the Water Fund were the
43 Brady Avenue Water Main Replacement (2025), the Lake/Bluff Water Main Extension, North
44 Broadway Water Main Replacement, engineering for the Main Street Water Main and the Water
45 Treatment Plant to address PFAS, and vehicle replacements. The average change in the water
46 rate was 5%. The Brady Avenue project should be ready to start this year as the engineering was

1 almost done and it would use DBA funds to cover the cost. The big year was 2026 with the Lake/
2 Bluff Water Main Extension for \$6 million. North Main Street was in this plan, but the Main
3 Street work was not. It would probably be planned for 2031. Mr. Sorenson showed that there
4 were several years where the water and sewer rates remained flat, which were followed by the
5 rates skyrocketing. It was not atypical for utility rates to do this. He felt it was wise to have a
6 strategic plan because they were locking in the rates. If things changed, then the rates could be
7 adjusted to reflect that. The Finance Department could also make better projections with that
8 information.

9
10 Councilor Bettencourt stated that he was favorable to this proposal. The Water Fund was in
11 trouble and based on projections the Sewer Fund would be in short order. That had to be
12 addressed, but they also had to address the major aging infrastructure needs. One of the pipes
13 was from 1920 which helped people appreciate the need for the repairs. He asked if this proposal
14 contemplated meeting both of those goals.

15
16 Mr. Sorenson answered yes.

17
18 Councilor Withrow stated that she supported this. She had a question about where the money
19 came from each year to pay the deficit.

20
21 Mr. Sorenson stated that they would typically run the deficit into the next year because they were
22 also projecting revenues. Some of the deficit was from lower water sales due to the heavy rains
23 in 2023. They also had the DBA which was healthy.

24
25 Ms. McGee stated that the DBA was healthy enough to cover the balance.

26
27 Councilor Withrow asked how long that would be able to do that. They were kind of stealing
28 from what was coming in. She asked if they could hold the fund at a break-even level if they
29 took this action.

30
31 Manager Devine stated that the hope was that once this plan was adopted, they would be able to
32 use it as a guide to keep moving forward.

33
34 Chairman Sweeney stated that the City of Manchester had announced 19% increases each year
35 for the next several years to deal with Federal mandates.

36
37 Mr. Sorenson stated that the increases were in sewer rates, not water rates in Manchester.

38
39 Chairman Sweeney stated that they were aware of the mandates four years and the City Council
40 did not address them until now.

41
42 Councilor Withrow stated that did not mean that Salem had been handling the rates well either.

43
44 Councilor Pelletier asked if they were still looking hard for grants.

1 Mr. Sorenson answered yes. A lot of this was getting design work done so that they could apply
2 for any potential grants. They were able to get grants from the State to complete portions of the
3 Brookdale and Butler Pump Stations. Utility work was important to the State.

4
5 Councilor Bettencourt stated that they were being asked to approve the starting point of the plan.
6 It did not lock them in over the course of the plan. They could take Federal and State dollars into
7 consideration if they received grant money.

8
9 Mr. Sorenson stated that the Subcommittee was looking for the Council to adopt the plan.

10
11 Councilor Bettencourt stated that his point was that they could make adjustments as projections
12 changed. It terrified him when they were bailing out funds with reserves and DBA because they
13 could not count on them. They needed to get to a more stable funding.

14
15 Councilor Stacey asked if the Chairman wanted a motion.

16
17 Chairman Sweeney answered yes.

18
19 **MOTION:** by Councilor Stacey

20 *Move that the Salem Town Council adopts the middle option on the Water and Sewer Rates*
21 *for 2025 to 2030.*

22 **SECOND:** by Councilor Hatch

23
24 Councilor Hatch stated that he liked the middle option because it gave progression while the
25 lower plan was just treading water, and the high option was too helter skelter to manage. The
26 middle option would be easier for the voters to accept as well.

27
28 Councilor Bettencourt stated that the projects on the high option were things that the Council
29 would want to consider bonding in the future.

30
31 Councilor Hatch stated that they hadn't expanded the system since Pearl Harbor. The lift stations
32 and the pipes had to be replaced before they could expand again.

33
34 Councilor Bettencourt stated that they built things to last.

35
36 Chairman Sweeney thanked the Subcommittee.

37
38 **VOTE:** 9-0-0

39 **The motion passed unanimously.**

40
41 **f. Town Manager Update/Questions from the Council**

42 Manager Devine stated that he had no update.

43
44 **9. Old Business/Tabled and Pending**

45 Councilor Bettencourt stated that he had an update from the Budget Committee last week. All of
46 the Warrant Articles presented went well except one. The one Article that they were not thrilled

1 about was the supplemental spending Article. The irony was that he was the one person who did
 2 not vote to support it and was taking the heat from the Budget Committee about it. That might
 3 not be supported, but the others should be in good shape. The Budget Committee had some good
 4 questions regarding the OPEB Trust Fund. The one thing they mentioned was that they thought
 5 that with the Charter they would not have Warrant Articles like the additional spending items.
 6 Councilor Bettencourt explained how he had presented this Warrant Article to the Budget
 7 Committee. He did not think they would love that going forward. Nothing in the Charter
 8 prevented it, but the spirit of the Charter was to condense the number of Warrant Articles. That
 9 was the feedback he had received and in the longer term they should consider it.

10
 11 Chairman Sweeney stated that they should try to shorten the ballot down.

12
 13 Councilor Hatch stated that doing it this way gave the voters direct say on these items. If the
 14 voters did not support it, then it would not happen. It was the same with the Road Program. If it
 15 went into the budget there was no guarantee that the funds would be used that way.

16
 17 Councilor Bettencourt stated that they had that discussion with the Budget Committee on a
 18 different item. The collective bargaining agreement came in lower than predicted. He hated
 19 increases but this was much better than in the past.

20
 21 **10. Upcoming Meetings**

- 22 • January 15, 2025
- 23 • January 27, 2025
- 24 • February 8, 2025 (*Deliberative Session – 9:00 a.m. – SHS*)
- 25 • February 10, 2025
- 26 • February 24, 2025

27
 28 **ADJOURNMENT AT 8:12 P.M.**

29 **MOTION:** by Councilor Bryant

30 ***Move to adjourn at 8:12 PM.***

31 **SECOND:** by Councilor Withrow

32 **VOTE:** 9-0-0

33 **The motion passed unanimously.**

34
 35 Notes/minutes taken by: Jeremiah Lamson

36
 37 Approved: Town Council

38
 39 Date Approved: January 27, 2025

1 *may include up to 100% principal forgiveness. This project is contingent upon approval of a*
2 *CWSRF loan application. Requires a 3/5 ballot vote.*

3 **SECOND:** by Councilor Withrow

4 **ROLL CALL VOTE:** 6-0-0

5 **CHAIRMAN SWEENEY - YES**

6 **COUNCILOR STRAMAGLIA - YES**

7 **COUNCILOR HATCH - YES**

8 **COUNCILOR PELLETIER- YES**

9 **COUNCILOR WITHROW - YES**

10 **COUNCILOR WRIGHT - YES**

11 **The motion passed unanimously.**

12
13 **5. Finalize 2025 Warrant Articles**

14 Manager Devine stated that they had a new number for the redistricting Warrant Article. It had
15 been zeroed out. The Finance Director had looked into it and came up with \$15,000 as the cost.
16 They were recommending moving it with the \$15,000 figure.

17
18 Councilor Hatch asked why there was such a difference between the original \$55,000 and this
19 \$15,000 number.

20
21 Manager Devine stated that he could not answer how the Town Clerk arrived at her number, but
22 he could have the Finance Director explain how she arrived at the \$15,000 figure.

23
24 Ms. McGee explained that she looked at what the Supervisors had done in previous years. They
25 were budgeted for 100 hours in this proposal. She also estimated the mailing costs based on prior
26 mailings.

27
28 Councilor Hatch asked if the money would come from the Operating Budget if the costs were
29 over that amount.

30
31 Manager Devine answered yes.

32
33 **MOTION:** by Chairman Sweeney

34 *Move to forward Article 15 to the 2025 annual Town Meeting Warrant/Ballot with*
35 *recommendation: Shall the Town vote to raise and appropriate the sum of Fifteen Thousand*
36 *Dollars (\$15,000) to cover expenses associated with implementing a redistribution of the*
37 *Town's election districts? This redistribution plan includes reducing the number of polling*
38 *places from five to four by closing the Soule School polling district, relocating the Senior*
39 *Center polling district to the Woodbury School, and renumbering the districts to ensure they*
40 *are consecutive.*

41 **SECOND:** by Councilor Withrow

42 **VOTE:** 6-0-0

43 **The motion passed unanimously.**

44

1 **6. Receive/Vote on Citizen Petition Warrant Articles**

2 Manager Devine stated that there were four petitioned Warrant Articles. Article 16 was a
3 petitioned Warrant Article from the Kelley Library.

4
5 Kate Norton, Chair of the Kelley Library Trustees, stated that rust was discovered on the
6 hydraulic fuel tank during the last elevator inspection. The tank was original to the 1978
7 installation of the elevator. Replacement of the tank was urgent to avoid environmental cleanup
8 costs, ensure ADA compliance, and to pass inspection. The cost to repair it was \$30,795. This
9 petition was to help fund the project. It would add the money to their reserve fund. This project
10 would use most of the money in the reserve fund. The current balance was just under \$15,000.

11
12 Councilor Hatch asked about the rust problem.

13
14 Ms. Norton stated that it was on the hydraulic tank.

15
16 Councilor Hatch explained that this was why it had to be addressed now because of the pressure
17 on the hydraulic tank.

18
19 Councilor Pelletier stated that this as a service technician this was an area that was one of his
20 strong points. It was very important to address. Rust damage inside the tank would cause the
21 check valves to malfunction. That would cause further damage if not addressed and raise the cost
22 substantially. He stated that the screen filter inside the tank needed to be replaced.

23
24 Councilor Stramaglia asked if it was leaking now.

25
26 Natalie Ducharme, Library Director, answered that it was leaking minimally now. They would
27 not be able to pass inspection until this was addressed,

28
29 **MOTION:** by Chairman Sweeney

30 *Move to forward Article 16 to the 2025 annual Town Meeting Warrant/Ballot with*
31 *recommendation: By Petition: Shall the Town vote to raise and appropriate the sum of*
32 *Fifteen Thousand Eighty-Three Dollars (\$15,083) for the purpose of being added to the Kelley*
33 *Library Capital Reserve Fund to replace the elevator's rusted hydraulic fluid tank.*

34 **SECOND:** by Councilor Stramaglia

35 **VOTE:** 6-0-0

36 **The motion passed unanimously.**

37
38 Manager Devine stated that Article 17 was a petition for funding for The Upper Room.

39
40 Brenda Guggisberg, The Upper Room, stated that the Upper Room was based in Derry and
41 provided services to 43 families in Salem. They were seeking funds to support the services they
42 provided.

43
44 Chairman Sweeney asked if they were located in Derry.

45
46 Ms. Guggisberg answered yes.

1 Chairman Sweeney asked if the Salem residents went to Derry for services.

2
3 Ms. Guggisberg answered yes. They also provided services in Salem.

4
5 Councilor Hatch asked about the services they provided.

6
7 Ms. Guggisberg stated that they had nineteen programs that they ran including home visiting and
8 youth services. They had provided \$3,000 worth of rental and utility assistance to Salem
9 families. Six Salem youths used the juvenile diversion program, and eight children received
10 backpacks for school. Five families received support around the holidays. They had been
11 supported by Salem in the past and were asking for support from the Town again.

12
13 Councilor Wright asked how long The Upper Room had been around.

14
15 Ms. Guggisberg answered that they had been around for thirty-nine years.

16
17 Councilor Pelletier asked if they provided transportation for the people from Salem to get to the
18 office of The Upper Room.

19
20 Ms. Guggisberg answered not always, but they did provide transportation assistance in some
21 cases.

22
23 Councilor Withrow asked how much money was in the budget for Outside Human Services.

24
25 Ms. McGee stated that The Upper Room used to be part of the budget. The amount in the
26 proposed budget was \$106,300.

27
28 Councilor Withrow stated that she had an issue with them being in the budget. She wanted to
29 have these requests all in one place so people could see what they were voting for charities each
30 time they voted.

31
32 Manager Devine stated that they were listed individually.

33
34 Councilor Wright stated that she was concerned that the services provided by Salem Family
35 Resources overlapped with those provided by The Upper Room. They were located in Derry
36 while Salem Family Resources was based in Salem. She was on the board of Salem Family
37 Resources, but not familiar with The Upper Room.

38
39 Ms. Guggisberg stated that they complemented each other rather than providing overlapping
40 services. They had worked together over the years.

41
42 Chairman Sweeney stated that they were voting on recommending or not recommending these
43 petitions. It would be on the ballot. It was tough to add money to the budget given the current
44 increase and given the lateness. The voters would still decide whether or not to support it.
45 Councilor Stramaglia asked if the Derry Town Council was asked for support.

1 Ms. Guggisberg stated that they received support from several towns.

2
3 Chairman Sweeney stated that they did provide support to Salem Families.

4
5 Councilor Withrow asked if they received support from charitable gaming.

6
7 Ms. Guggisberg answered yes.

8
9 Councilor Wright stated that she would support this Article. She thought there were a lot of
10 people out there who needed assistance.

11
12 Councilor Withrow stated that she looked at it from the budget perspective and would vote to not
13 recommend it.

14
15 **MOTION:** by Chairman Sweeney
16 *Move to forward Article 17 to the 2025 annual Town Meeting Warrant/Ballot without*
17 *recommendation: By Petition: Shall the Town vote to raise and appropriate the sum of Seven*
18 *Thousand Five Hundred Dollars (\$7,500) for the purpose of strengthening individuals and*
19 *families by providing them with the education services and resources needed to lead healthy*
20 *self-sufficient lives through The Upper Room, a Family Resource Center's 18 prevention,*
21 *intervention, and engagement programs for children, youth, and families?*

22 **SECOND:** by Councilor Withrow

23
24 Chairman Sweeney stated that it was based on the policies they had pursued.

25
26 Councilor Hatch stated that he would support the motion. When an Article said that it was not
27 recommended, the voters had to look more carefully at the question. It would allow the voters to
28 decide it more clearly. He would rather support the services based in Salem.

29
30 Councilor Pelletier stated that he concurred with Councilor Hatch.

31
32 Chairman Sweeney thanked them for coming in.

33
34 **VOTE:** 5-1-0

35 **The motion passed with Councilor Wright opposed.**

36
37 Manager Devine stated that they received three different versions of the next petition. They had
38 Town Counsel review the petitions and this was the wording that was recommended. Article 18
39 was for funding for Isaiah 58.

40
41 Chairman Sweeney stated that they had been here in the past.

42
43 Manager Devine stated that they had fallen off the budget in recent years. Last year they came in
44 requesting \$5,000 and it was raised to \$7,500 at the Deliberative Session.

45
46 Chairman Sweeney asked Councilor Wright if she could speak to Isaiah 58.

- 1 Councilor Wright stated that Sonny Tylus in the audience could probably speak to it better.
2
- 3 Sonny Tylus stated that Isaiah 58 helped transition people out of homelessness. They also
4 provided furniture to people. They now had a staff person to help people out.
5
- 6 Chairman Sweeney asked if he had an idea of how many Salem residents were served by them.
7
- 8 Mr. Tylus stated that they owned property in the Salem area, but the office was in Atkinson. He
9 was not sure how many people served were Salem residents.
- 10
11 Chairman Sweeney asked Manager Devine if Isaiah 58 had issues getting their paperwork to the
12 Human Services department.
13
- 14 Manager Devine stated that it predated his time with Salem, so he was not sure what happened.
15 For whatever reason, they fell off the list.
16
- 17 Mr. Tylus stated that they had a period where it was just part-time staff and there was turnover
18 and hardly any staff at all. That may have been what happened.
19
- 20 Lesley Kent, Human Services, stated that Isaiah 58 had been a big help to the Town. They had an
21 office in Salem, a new Executive Director, and a case manager. They helped the homeless and
22 the near-homeless who were in danger of becoming homeless. Isaiah 58 had helped on cases
23 involving evictions. They did more than just find homeless people, including helping people get
24 back on their feet by setting them up with job interviews and other services. People could only
25 stay in the Isaiah 58 apartments for two years. They had been a big help.
26
- 27 Councilor Hatch asked if they were added to the Operating Budget based on three years.
28
- 29 Manager Devine answered that after voters approved the petition three times in a row, the
30 organization was added to the budget.
31
- 32 Councilor Hatch stated that he was leaning towards the same opinion as with the previous
33 Article. He believed that this organization was a benefit to the town, but the voters should
34 decide.
35
- 36 Councilor Withrow stated that she had an issue with them being in the budget. She supported
37 charities personally. This was over and above the goal. That was why she voted no on supporting
38 this Article.
39
- 40 Councilor Wright stated that this organization was helping with the housing problem. There were
41 55 children who were homeless in the Salem school system. They had to look out for the people
42 in the town.
43
- 44 Councilor Withrow stated that it was not for them to donate on behalf of the Town.
45
- 46 Councilor Hatch stated that the request had gone up over the years.

1 Manager Devine stated that he did not know what had been asked for in the past.

2
3 Councilor Wright asked about the Town Motto.

4
5 Chairman Sweeney stated that he thought it was industry, commerce, recreation.

6
7 Manager Devine stated that was what was on their seal.

8
9 Councilor Wright stated that she thought it was something different.

10
11 Councilor Pelletier stated that the amount was increasing. He asked if a cap could be put on the
12 amount.

13
14 Manager Devine stated that as a petition they could not. If the amount was in the budget, then
15 yes, the Council could limit the amount.

16
17 Councilor Stramaglia stated that the motto was industry, commerce, recreation.

18
19 Councilor Withrow asked what amount went into the budget for the agency.

20
21 Manager Devine stated that they could request more money, and it would go to the Town
22 Council for review.

23
24 Councilor Wright stated that it was the mission statement that she was looking for. She read from
25 it including the following parts: We're here to help. We take significant risks to save and protect
26 human life. Our values are the basis of our decisions and actions. We act in the best interest of
27 our community, residents, and visitors. We are an active and highly visible part of the
28 community. We are honored to serve and are devoted to the Town of Salem.

29
30 Councilor Hatch stated that he acknowledged the mission statement. The State RSA told them to
31 take care of the Town's poor. It did not tell them how to take care of the poor. He felt that they
32 did that through the Human Services Department. These organizations worked in the Salem area,
33 but who knew where the people were from receiving the services. That was why he did not want
34 to use tax dollars for it.

35
36 **MOTION:** by Chairman Sweeney
37 *Move to forward Article 18 to the 2025 annual Town Meeting Warrant/Ballot without*
38 *recommendation and with the textual changes suggested by legal counsel:*
39 *By Petition: Shall the Town vote to raise and appropriate the sum of Ten Thousand Dollars*
40 *(\$10,000) for the purpose of providing housing and/or services to the unhoused or housing*
41 *insecure population of the Town of Salem through Isaiah 58 NH.*

42 **SECOND:** by Councilor Stramaglia

43
44 Chairman Sweeney stated that they did good work. The Town had a budget goal. The voters
45 could still support this Article and probably would.

46

1 **VOTE: 6-1-0**

2 **The motion passed with Councilor Wright opposed.**

3
4 Manager Devine stated that the next Article was a petition from the Field of Dreams
5 organization.

6
7 Rob Hannon, President of the Field of Dreams, stated that they were asking for \$10,000 for
8 maintenance for the field. They had not received funds from the Town in the past. The members
9 were all volunteers. They had passed on their main fundraiser this year in order to accommodate
10 the Salembration event. The money would help with maintenance and their ultimate goal of
11 replacing the playground structure with one that was safer for children and more accessible to
12 those with disabilities.

13
14 Mr. Tylus stated that they were looking for funds for the first time. The organization was giving
15 up some of their fundraising to help Salem celebrate its 275th Anniversary. This was the first
16 recreation place in Salem when searching online.

17
18 Councilor Withrow stated that she had the same sentiment as she had with the previous two
19 Articles. She asked about either giving them the property or adding the maintenance to the
20 Operating Budget.

21
22 Mr. Hannon stated that residents were surprised that their tax dollars did not contribute to the
23 maintenance of the park.

24
25 Chairman Sweeney stated that the Town had not taken care of it. They had asked the volunteers
26 to maintain it. He viewed this petition differently than the previous two. They should look at it in
27 the budget for the future. It was for fields and playgrounds across from the Town Hall.

28
29 Councilor Stacey stated that she agreed with Chairman Sweeney. They offered a lot to the
30 community. It was on Town property, so she wanted them to support this. It received federal
31 money at the start of its existence. They had so many people who used it. She would support it.

32
33 Councilor Pelletier stated that he appreciated everything the volunteers did for the town. They
34 had so many parks that were low maintained. He would like the money to be spread to all of the
35 parks. Councilor Pelletier stated that he would agree that they had to address others. He was on
36 the fence.

37
38 Chairman Sweeney stated that they could discuss park maintenance for the next budget. This was
39 a specific petition for the Field of Dreams.

40
41 Councilor Hatch stated that he agreed with Councilor Withrow and would treat it like the other
42 petitions. He would rather see the voters override him.

43
44 **MOTION: by Chairman Sweeney**

45 ***Move to forward Article 19 to the 2025 annual Town Meeting Warrant/Ballot with***
46 ***recommendation:***

1 **By Petition: Shall the Town vote to raise and appropriate the sum of Ten Thousand Dollars**
2 **(\$10,000) for the purpose of maintaining the Field of Dreams and raising funds for**
3 **improvements.**

4 **SECOND:** by Councilor Stacey

5 **VOTE:** 4-3-0

6 **The motion passed with Councilor Pelletier, Councilor Withrow, and Councilor Hatch**
7 **opposed.**

8
9 **7. Authorize Town Manager to Sign Hazard Mitigation Plan Grant Program Amendment**
10 **Manager Devine stated that the motion did not authorize him to sign.**

11
12 **MOTION:** by Chairman Sweeney
13 **Move that the Salem Town Council authorizes the Town Manager to sign the Hazard**
14 **Mitigation Grant Program (HMGP) amendment.**

15 **SECOND:** by Councilor Stacey

16 **VOTE:** 7-0-0

17 **The motion passed unanimously.**

18
19 **8. Town Manager Update/Questions from the Council**
20 **Manager Devine stated he had nothing.**

21
22 **9. Old Business/Tabled and Pending**

23
24 **10. Upcoming Meetings**

- 25 • January 27, 2025
- 26 • February 8, 2025 (*Deliberative Session – 9:00 a.m. – SHS*)
- 27 • February 10, 2025
- 28 • February 24, 2025

29
30 **ADJOURNMENT AT 6:52 P.M.**

31 **MOTION:** by Councilor Pelletier

32 **Move to adjourn at 6:52 PM.**

33 **SECOND:** by Councilor Withrow

34 **VOTE:** 7-0-0

35 **The motion passed unanimously.**

36
37 **Notes/minutes taken by:** Jeremiah Lamson

38
39 **Approved:** Town Council

40
41 **Date Approved:** _____



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: Town of Salem 33 Geremonty Drive Salem, NH 03079		Member Number: 285		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire - Department of Safety Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Date: 1/28/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

March 7, 2024

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

G&C 90
04-10-2024

Approved

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:

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

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 Phone 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 		1.12. Name & Title of Sub-Recipient Signor Christopher A. Dillon, Town Manager	
Sub-Recipient Signature		Name & Title of Sub-Recipient Signor	
Sub-Recipient Signature		Name & Title of Sub-Recipient Signor	
1.13. State Agency Signature(s) By:		1.14. Name & Title of State Agency Signor(s) On: 3/18/24 Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On: 1/1	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: 3/18/24	
1.17. Approval by Governor and Council (if applicable)			
By:		On: 1/1	

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 Signature~~ 1. ~~1/1/2024~~ 2. ~~1/1/2024~~ 3. ~~1/1/2024~~ Date: 3/18/24

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

Sub-Recipient Initials: 1.) 2.)

3.) Date: 2/15/24

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.

Sub-Recipient Initials: 1.) 2.)

3.) Date: 2/15/25

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.

Sub-Recipient Initials: 1.)  2.) 

3.)  Date: 2/15/24

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.)

2.)

3.)

Date: 6/15/24

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:

Sub-Recipient Initials: 1.) 2.) 3.) Date: 6/15/24

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.

Sub-Recipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 2/15/17

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:

Sub-Recipient Initials: 1.)

2.)

3.)

Date: 8/15/2021

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.

Sub-Recipient Initials: 1.)

2.)

3.)

Date:

Page 9 of 7

- 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

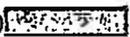
3. PROJECT REVIEW AND CONDITIONS

"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.

Sub-Recipient Initials: 1.) 

2.) 

3.) 

Date: 

"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.

Sub-Recipient Initials 1.) CLD/PC

2.)

3.)

Date: 7/15/2021

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(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).

Sub-Recipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 12/15/21

1 *and as applicable with the Phase 4 Rail Trail Improvements, and further authorizes the Town*
 2 *Manager to sign and effectuate all items thereof for execution of the agreement."*

3 **SECOND:** by Councilor Stacey

4 **VOTE:** 8-0-0.

5 **Motion passed unanimously.**

6
 7 ~~10. Fire Department - Authorize Town Manager to Sign Hazard Mitigation Grant~~
 8 ~~Agreement~~

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

11
 12 Craig Lemire, Fire Chief, stated that the Salem Hazard Mitigation Plan was last updated in 2018
 13 and was a planning tool they used to reduce future losses from natural and human-caused
 14 hazards as required by the Disaster Mitigation Act of 2000 which was then signed into law by
 15 President Clinton. The Town was required by law to review and revise the plan to reflect
 16 changes in development, progress in local mitigation efforts, and changes in priorities. They
 17 must resubmit for approval within five years to continue to be eligible for mitigation project
 18 grant funding. The cost associated with updating the Mitigation Plan is \$20,000 and they would
 19 like to request the Town to accept a grant that would cover 90% (\$18,000) of the cost and the
 20 Town would be expected to cover the remaining 10% (\$2,000). The cost could either be taken
 21 from the budget or they could use in-kind match sources to meet the requirement.

22
 23 ~~MOTION: by Councilor Bettencourt,~~

24 ~~Move that the Town Council accept the terms of the Hazard Mitigation Grant Program~~
 25 ~~(HMGP) as presented in the amount of \$18,000 for updating the local hazard mitigation plan.~~
 26 ~~Furthermore, we acknowledge the total cost of this project will be \$20,000, in which the town~~
 27 ~~will be responsible for a 10% match (\$2,000); further the Town Council authorizes the Town~~
 28 ~~Manager to sign any and all documents related to this grant.~~

29 ~~SECOND: by Councilor Stramaglia~~

30 ~~VOTE: 8-0-0~~

31 ~~Motion passed unanimously.~~

32
 33 ~~11. Municipal Services Department - Transfer Station Update~~

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

35
 36 Mr. Sorenson stated that Geoff Benson would give the presentation.

37
 38 Geoff Benson stated that they wanted to clear some trees on the Transfer Station property and
 39 move the compost and crushed stone/ asphalt piles to that location. He detailed where it was on
 40 the property with pictures. This was to make the property look better. The presentation was to
 41 inform the Town Council what they were doing. They would also address the ash pile to reduce
 42 the likelihood of fire.

43
 44 Councilor Stacey asked how close they were to the waterway in the back of the property.

45
 46 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.

- 1 **SECOND:** by Councilor Withrow
- 2 **VOTE:** 6-0-2
- 3 **The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.**
- 4
- 5 **MOTION:** by Councilor Wright
- 6 *Move to approve the sealed Town Council Non-Public Session #3 Meeting Minutes from*
- 7 *January 22, 2024.*
- 8 **SECOND:** by Councilor Withrow
- 9 **VOTE:** 6-0-2
- 10 **The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.**
- 11
- 12 **MOTION:** by Councilor Wright
- 13 *Move to approve the Town Council Public Session Meeting Minutes from January 16, 2024.*
- 14 **SECOND:** by Councilor Stacey
- 15 **VOTE:** 7-0-1
- 16 **The motion passed with Councilor Stramaglia abstaining.**
- 17
- 18 **MOTION:** by Councilor Wright
- 19 *Move to approve the Town Council Public Session Meeting Minutes from January 22, 2024.*
- 20 **SECOND:** by Councilor Pelletier
- 21 **VOTE:** 6-0-2
- 22 **The motion passed with Councilor Stacey and Councilor Bettencourt abstaining.**
- 23
- 24 **MOTION:** by Councilor Wright
- 25 *Move to seal the Town Council Non-Public Session #1 from February 5, 2024, per RSA 91-*
- 26 *A:3 II and III because Session #1 divulgence would affect adversely the reputation of a person*
- 27 *other than a member of the public body itself.*
- 28 **SECOND:** by Councilor Stacey
- 29 **VOTE:** 8-0-0
- 30 **The motion passed unanimously.**
- 31
- 32 **MOTION:** by Councilor Wright
- 33 *Move to seal the Town Council Non-Public Session #2 from February 5, 2024, per RSA 91-*
- 34 *A:3 II and III because Session #2 divulgence would likely render a proposed action*
- 35 *ineffective.*
- 36 **SECOND:** by Councilor Withrow
- 37 **VOTE:** 8-0-0
- 38 **The motion passed unanimously.**
- 39
- 40 **3. Chairman Comments:**
- 41 None.
- 42
- 43 **4. Approve Consent Agenda**
- 44 Manager Dillon stated that the packet had a list of the Consent items.
- 45
- 46

1 **MOTION:** by Councilor Sweeney

2 *Move to approve the February 5, 2024 Consent Agenda.*

3 **SECOND:** by Councilor Stramaglia

4 **VOTE:** 8-0-0

5 **The motion passed unanimously.**

6
7 **5. Additions and/or Requests by Public or Council by Vote**

8 None.

9
10 **6. Municipal Services Department – Discussion on Girl Scout Troop #58720 Silver Award**
11 **Project – No Littering Signs on the Rail Trail**

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

13
14 Roy Sorenson, Municipal Services Director, stated that he would turn it over to the Girl Scouts to
15 speak about their project.

16
17 Maggie Duckett, Girl Scout Troop #58720, introduced her troop.

18
19 Sophia Fitzell, Girl Scout Troop #58720, covered the troop's previous volunteer efforts.

20
21 Penny Oberlander, Girl Scout Troop #58720, stated that the Silver Award was the highest-level
22 honor for Cadets. They decided to address littering as their cause for this award. The scouts also
23 loved the Rail Trail, but they noticed that there was a lot of litter along it during a bike ride.

24
25 Alena Thompson, Girl Scout Troop #58720, stated that they worked with the Friends of the
26 Salem Bike Ped Corridor and Mr. Sorenson to come up with a plan to install no littering signs
27 along the trail. They would pay for the signs themselves.

28
29 Mr. Sorenson stated that the Girl Scouts were waiting for the weather to break and they would
30 put the signs up.

31
32 Chairman Bryant asked if they knew what the signs looked like.

33
34 Mr. Sorenson stated that they would send pictures once they had the signs. The signs would be
35 on the finished section.

36
37 Chairman Bryant thanked the Girl Scouts.

38
39 **MOTION:** by Councilor Bettencourt

40 *Move that the Town Council hereby authorizes Girl Scout Troop #58720 to purchase and*
41 *install no littering signs along the rail trail for achievement of their Silver Project Award;*
42 *further the project will be under the supervision of the Municipal Services Department.*

43 **SECOND:** by Councilor Stacey

44 **VOTE:** 8-0-0

45 **The motion passed unanimously.**

46

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

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

3
4 Manager Dillon stated that the packet had a memo from the Planning Director. The governing
5 body, the Town Council, is authorized under RSA 674:39-aa to consider this request. Also
6 included in your packet is a tax map identifying the location of the property, a certified plot plan
7 noting the property boundaries, the application and backup from Mr. Gill, as well as a copy of
8 the RSA for your reference. The Town Assessor and the applicant were also present in case there
9 were questions.

10
11 Chairman Bryant stated that he read that they were involuntarily merged. He asked if anyone
12 wanted to speak.

13
14 Brenda Wilson, 17 Henry Street, asked what the purpose of the unmerging was.

15
16 Manager Dillon stated that in the past the Town has merged lots that abutted each other, if they
17 were owned by the same person. If the Town did that without having been requested to by the
18 property owner, the property owner had the right to request that the lots be unmerged because the
19 Town did it without their permission. The Assessor researched the parcels and it appeared that
20 they were involuntarily merged.

21
22 Chairman Bryant asked to confirm that the lots were involuntarily merged.

23
24 Joe Lessard, Interim Town Assessor, stated that they found no request to have the lots merged or
25 any development that would have led the lots to be treated as merged.

26
27 Chairman Bryant thanked him for that answer.

28
29 Manager Dillon stated that if the lots were involuntarily merged but there was development on
30 one lot that assisted the development on the other lot then they would be considered merged by
31 the property owner.

32
33 Chairman Bryant stated that they did not know what the property owner would do with the lot,
34 but they would have to go through the necessary boards in order to do something there. This was
35 just unmerging the lots because they were not supposed to be together.

36
37 **MOTION:** by Councilor Stacey

38 *Move in accordance with RSA 674:39-aa, that the Town Council grants the request of Guy*
39 *Gill to unmerge lots at 15 Henry Street (Map 72, Lot 2978).*

40 **SECOND:** by Councilor Sweeney

41 **VOTE:** 8-0-0

42 **The motion passed unanimously.**

43
44 Chairman Bryant closed the Public Hearing at 7:16 PM.

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

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

4
5 Manager Dillon stated that the packet had a memo from the Police Chief.

6
7 Joel Dolan, Police Chief, stated that this would be the third full year that they had received this
8 grant. The position went from part-time to full-time recently. Felony cases had reverted to the
9 District Court level so there was more need for this service. They appreciated the support in the
10 budget process.

11 **MOTION:** by Councilor Wright

12 *Move in accordance with RSA 31:95(b) that the Salem Town Council accepts a grant in the*
13 *amount of \$30,000 from the NH Department of Justice as part of the Violence Against*
14 *Woman Act Formula Grant to fund the Victim Witness Advocate position, and further to*
15 *authorize the Town Manager to sign any and all documents necessary to finalize the*
16 *acceptance of this grant.*

17 **SECOND:** by Councilor Withrow

18 **VOTE:** 8-0-0

19 **Motion passed unanimously.**

20
21
22 Chairman Bryant closed the Public Hearing at 7:19 PM.

23
24 **9. Municipal Services Department – Rail Crossing Agreement – Brunello Road - Tuscan**
25 **Village Project**

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

27
28 Mr. Sorenson stated that this item originally came to the Board of Selectmen back on November
29 of 2022. The Board endorsed a rail crossing at Brunello Road. He covered where the location
30 was. The State had accepted the plan and the Council needed to authorize the Town Manager to
31 sign the crossing agreement.

32
33 Heather Monticup, GPI, stated that four things were discussed back in 2022 regarding this
34 intersection. Those items were the need to widen Route 28 for the Brunello Road extension, the
35 Rail Trail that would be developed, the funding for the Rail Trail, and the crossing agreement.
36 This crossing allowed the opening up of the northern section of the Tuscan Development. The
37 crossing of the rail line required approval from the NH DOT. She covered the design of the
38 crossing and the plan for the Rail Trail segment using a CMAQ grant. They had requested an at-
39 grade crossing, which had been accepted. Ms. Monticup covered the crossing design. The
40 crossing would go away if rail service returned to those tracks.

41
42 **MOTION:** by Councilor Sweeney

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

1 *and as applicable with the Phase 4 Rail Trail Improvements, and further authorizes the Town*
2 *Manager to sign and effectuate all items thereof for execution of the agreement."*

3 **SECOND:** by Councilor Stacey

4 **VOTE:** 8-0-0

5 **Motion passed unanimously.**

6
7 **10. Fire Department – Authorize Town Manager to Sign Hazard Mitigation Grant**
8 **Agreement**

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

11
12 Craig Lemire, Fire Chief, stated that the Salem Hazard Mitigation Plan was last updated in 2018
13 and was a planning tool they used to reduce future losses from natural and human-caused
14 hazards as required by the Disaster Mitigation Act of 2000 which was then signed into law by
15 President Clinton. The Town was required by law to review and revise the plan to reflect
16 changes in development, progress in local mitigation efforts, and changes in priorities. They
17 must resubmit for approval within five years to continue to be eligible for mitigation project
18 grant funding. The cost associated with updating the Mitigation Plan is \$20,000 and they would
19 like to request the Town to accept a grant that would cover 90% (\$18,000) of the cost and the
20 Town would be expected to cover the remaining 10% (\$2,000). The cost could either be taken
21 from the budget or they could use in-kind match sources to meet the requirement.

22
23 **MOTION:** by Councilor Bettencourt

24 *Move that the Town Council accepts the terms of the Hazard Mitigation Grant Program*
25 *(HMGP) as presented in the amount of \$18,000 for updating the local hazard mitigation plan.*
26 *Furthermore, we acknowledge the total cost of this project will be \$20,000, in which the town*
27 *will be responsible for a 10% match (\$2,000); further the Town Council authorizes the Town*
28 *Manager to sign any and all documents related to this grant.*

29 **SECOND:** by Councilor Strainaglia

30 **VOTE:** 8-0-0

31 **Motion passed unanimously.**

32
33 **11. Municipal Services Department – Transfer Station Update**

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

35
36 Mr. Sorenson stated that Geoff Benson would give the presentation.

37
38 Geoff Benson stated that they wanted to clear some trees on the Transfer Station property and
39 move the compost and crushed stone/ asphalt piles to that location. He detailed where it was on
40 the property with pictures. This was to make the property look better. The presentation was to
41 inform the Town Council what they were doing. They would also address the ash pile to reduce
42 the likelihood of fire.

43
44 Councilor Stacey asked how close they were to the waterway in the back of the property.

45
46 Mr. Benson stated that they had a 200-foot setback.

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

2
3 Mr. Benson stated that there would be a two-to-five-hundred-foot buffer.

4
5 Councilor Pelletier asked if it would be seen from the road.

6
7 Mr. Benson stated that it would be hard to see it and improve over the current location.

8
9 Councilor Pelletier asked about using the northern area.

10
11 Mr. Benson stated that that location was part of the old landfill so they could not use it.

12
13 Councilor Wright asked about the compost pile.

14
15 Mr. Benson stated that the citizens would be able to take it away. They would see how it went.

16
17 **12. Town Manager – Present Draft of Administrative Code**

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

29
30 Chairman Bryant stated that they would reread it based on his comments. He asked if the
31 document in the backup was different than the document that Manager Dillon had.

32
33 Manager Dillon stated that his version had some minor modifications to grammatical issues.

34
35 Councilor Sweeney stated that this met what the Charter Commission was looking for when they
36 prepared the requirement.

37
38 **13. Assign Warrant Articles for February 17th Deliberative Session**

39 Chairman Bryant stated that they would assign the speakers.

40
41 Article #, Article Title, Speaking to Article

42 Article 2 - Charter Amendment Number 1 – Councilor Sweeney

43 Article 3 - Charter Amendment Number 2 – Councilor Sweeney

44 Article 4 - Charter Amendment Number 3 – Councilor Sweeney

45 Article 5 - Charter Amendment Number 4 – Councilor Sweeney

46 Article 6 - Charter Amendment Number 5 – Councilor Sweeney

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

11
12 **14. Town Manager’s Report/Questions from Town Council**

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

14
15 Mr. Lessard stated that the Office of Professional Licensure and Certification had existed for
16 some time and oversaw everything from hairdressers to appraisers. They just added assessors to
17 the list of certified positions. They are looking for an elected official to serve on the board.

18
19 Manager Dillon stated that he had mentioned it to Councilor Stacey because she had some
20 background with that. He was bringing it up to the Council for discussion.

21
22 **MOTION:** by Councilor Bettencourt

23 *Move that the Town Council nominates Councilor Stacey to the Office of Professional*
24 *Licensure and Certification for the assessor certification board.*

25 **SECOND:** by Councilor Sweeney

26 **VOTE:** 8-0-0

27 **Motion passed unanimously.**

28
29 Manager Dillon stated that NHMA had sent out a notice regarding a bill that would prohibit
30 taxpayer funds from going towards lobbying or legislative advocacy of any kind. NHMA sent
31 out a sample letter that they were hoping to have municipalities send out. He wanted to see if the
32 Council wanted to take action on it.

33
34 Councilor Wright asked if this would be something they did individually or as a board.

35
36 Councilor Stacey stated that the bill, HB 1479, had been proposed by a legislator out of Fremont
37 and made it a misdemeanor for anyone paid by the town, county, or the State to testify for or
38 against legislation. If someone did that then an individual could bring action against the person
39 and have them removed from office. It was a complex bill. She was in favor of opposing the bill
40 and having the Chairman sign the letter. The hearing on the bill was at 11:30 AM on Wednesday
41 of this week. The letter could be emailed to the committee members holding the hearing.

42
43 Councilor Bettencourt stated that as a former legislator he knew that all sorts of interesting
44 legislation was proposed. This bill was not going anywhere. He did not know what the
45 Representative was trying to get at here, but there were a slew of First Amendment

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

3
4 **MOTION:** by Councilor Stacey

5 *Move that the Town Council directs the Chairman to sign a letter of opposition to HB1479*
6 *and submit it to the NH Legislature.*

7 **SECOND:** by Councilor Stramaglia

8 **VOTE:** 6-0-2

9 **Motion passed with Councilor Sweeney and Councilor Bettencourt abstaining.**

10
11 Manager Dillon stated that the School District Deliberative Session was this Thursday evening,
12 and the Town Deliberative Session was on Saturday the 17th in the morning. The Town Council
13 would need to meet at 8:45 AM, recess, and then reconvene after the Deliberative Session in case
14 there were any modifications to the Warrant that changed the Town Council's recommendations
15 so that the ballots could be sent to the printer early the next week. He was asked how many
16 Councilors wanted a binder versus doing everything electronically.

17
18 Chairman Bryant stated that everyone except Councilor Sweeney wanted a binder

19
20 Councilor Bettencourt stated that the Conservation Commission was looking for an update on
21 their trail cameras.

22
23 Manager Dillon stated that he would look into it.

24
25 **15. Old Business/Tabled and Pending**

26 None.

27
28 **16. Upcoming Meetings**

- 29 • February 17, 2024 (Following Deliberative Session - If Necessary to Reconsider Warrant
- 30 Articles)
- 31 • February 26, 2024
- 32 • March 4, 2024
- 33 • March 18, 2024

34
35 **ADJOURNMENT AT 7:53 P.M.**

36 **MOTION:** by Councilor Sweeney

37 *Move to adjourn at 7:53 P.M.*

38 **SECOND:** by Councilor Stacey

39 **VOTE:** 8-0-0

40 **The motion passed unanimously.**

41
42 Notes/minutes taken by: Jeremiah Lamson

43
44 Approved: Town Council

45
46 Date Approved: _____



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.

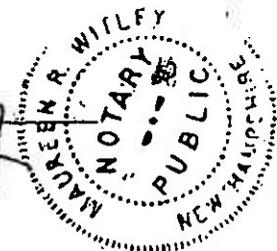
Susan M Wall
Susan M. Wall, Town Clerk

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





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: Town of Salem 33 Geremonty Drive Salem, NH 03079		Member Number: 285	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2023	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
Slate of New Hampshire - Department of Safety Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 2/16/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax