

A G E N D A
TOWN COUNCIL MEETING
February 2, 2026

Salem High School
44 Geremonty Drive, Salem, NH

6:15 p.m. CALL TO ORDER

Non-Public Sessions

RSA 91-A:3,II(m, c, d, a, a,)

7:00 p.m. PUBLIC SESSION

1. Pledge of Allegiance
2. Meeting Minutes
3. Chairman Comments
4. Approve Consent Agenda
5. Additions and/or Requests by Public or Council by Vote
6. Employee of the Month Recognition
7. Introduction of Community Services Director
8. Fire Department – Swearing in of New Dispatcher
9. First Read/Waiver
 - a. Resolution No. 2026-03 - Finance Department - Authorize Use of \$299,989.19 from Water DBA and \$263,338.94 from Sewer DBA for 2026 Loan Payments for South Broadway Sewer and Water Pipe Replacement SRF Loans
 - b. Resolution No. 2026-04 - Finance Department – Authorize Withdrawal of \$68,946 from Depot Improvement Trust Fund and \$248,854 from Zone 2 Traffic Impact Fees for 2026 Depot Land Acquisition Bond Payment
10. New Business
 - a. IT Department - Consider Amendment to Personnel Manual to Include AI Guidelines
 - b. Municipal Services Department – Public Hearing – Accept \$810,000 Grant from NH DES for Design, Permitting, and Construction of Chemical Feed Components for Regional Water Line

- c. Police Department – Public Hearing – Accept \$77,260 from NH Department of Safety, Homeland Security Grant Program for Special Operations Unit Equipment
- d. Discussion on Request of Communications Committee to Dissolve
- e. Discussion on Proposed Finance Committee
- f. Town Manager's Report/Questions from the Council

11. Old Business/Tabled and Pending

12. Upcoming Meetings
- February 9, 2025
 - March 2, 2026
 - March 16, 2026

Adjourn

**MINUTES OF THE
Town Council**

**Regular Meeting of
January 14, 2026**

The Town Council held a meeting on Thursday, January 14, 2026, at the Media Center at Salem High School Salem, NH.

PRESENT: Chairman Cathy Stacey, Councilor Joe Sweeney, Councilor Lisa Withrow, Councilor Paul Pelletier, Councilor D.J. Bettencourt, Councilor Jeffrey Hatch, Councilor Keith Stramaglia, Councilor Bonnie Wright, and Joe Devine (Town Manager).

ABSENT: Councilor Robert Bryant

CALL TO ORDER:

Chairman Stacey began by calling the meeting to order at 6:00 p.m.

1. Pledge of Allegiance

Chairman Stacey led the Town Council in the Pledge of Allegiance.

2. Meeting Minutes

MOTION: by Councilor Withrow

Move to approve the Town Council Public Session Meeting Minutes from December 15, 2025.

SECOND: by Councilor Hatch

VOTE: 8-0-0

The motion passed unanimously.

3. Chairman Comments:

None.

4. Approve Consent Agenda

MOTION: by Councilor Hatch

Move to approve the January 14, 2026, Consent Agenda.

SECOND: by Councilor Wright

VOTE: 8-0-0

The motion passed unanimously.

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

None.

6. Public Hearing – Consider 2026 Long-Term Lease/Purchase Agreement Warrant

Article - \$1,350,000 for Fire Engine-Pumper and Related Equipment

Chairman Stacey opened a Public Hearing at 6:02 PM.

1 Manager Devine stated that this Warrant Article, Article 7, was for a long-term lease of a Fire
2 Engine. It was for five years, and the Article was treated as a bond. The first-year payment was
3 \$295,000. The Warrant Article required a 3/5ths majority in order to pass.

4
5 Chairman Stacey asked if anyone from the public wanted to speak. There was no public
6 comment.

7
8 **MOTION:** by Councilor Wright

9 *Move to forward the following article to the 2026 annual Town Meeting Warrant/Ballot with*
10 *recommendation:*

11
12 *Article 07 - Shall the Town vote to authorize the Town Council to enter into long-term lease-*
13 *purchase agreement payable over a term of sixty (60) months in the amount of One Million*
14 *Three Hundred Fifty Thousand Dollars (\$1,350,000) for purpose of leasing and purchasing a*
15 *Fire Engine-Pumper and related equipment for the Fire Department, and to raise and*
16 *appropriate the sum of Two Hundred Ninety-Five Thousand (\$295,000) for the first year's*
17 *payment? Requires a 3/5 Ballot Vote.*

18 **SECOND:** by Councilor Stramaglia

19
20 Councilor Bettencourt asked if this was a lease to own deal.

21
22 Manager Devine answered yes. He also stated that this needed to be a roll call vote.

23
24 Chairman Stacey closed the Public Hearing at 6:04 PM.

25
26 **ROLL CALL VOTE: 8-0-0**

27 **CHAIRMAN STACEY - YES**

28 **COUNCILOR SWEENEY - YES**

29 **COUNCILOR STRAMAGLIA - YES**

30 **COUNCILOR BETTENCOURT - YES**

31 **COUNCILOR HATCH - YES**

32 **COUNCILOR PELLETIER- YES**

33 **COUNCILOR WITHROW - YES**

34 **COUNCILOR WRIGHT - YES**

35 **The motion passed unanimously.**

36
37 **7. First Read/Waiver**

38 **a. Resolution 2026-01 – Approve Rail Trail Trust Donation Agreement and Accept**
39 **Donation to Establish Salem Rail Trail Preservation Expendable Trust**

40 Manager Devine stated that the packet had a memo from the Assistant Town Manager.

41
42 Colleen Mailloux, Assistant Town Manager, stated that this was to approve a donation
43 agreement and establish an expendable trust fund. They had been working with a group of
44 donors to create an agreement that covered what the funds would be used for. It was specifically
45 for maintenance of the trail.

1 Linda Harvey, 16 Clinton Street, stated that it was intended to preserve the trail and be used for
2 long-term maintenance projects such as resurfacing the trail. It was not for simple items. They
3 would work to get the funds up to the level for those big projects. There were two projects that
4 currently needed to be done which could have used this fund. One item was the growth of tree
5 roots under the trail which was causing bumps in the trail. The other was a drainage issue that
6 was occurring on the trail section across from Walmart where water was undermining the trail. It
7 was causing the edge of the trail to sink.

8
9 Dave Topham, 2 Townsend Avenue, thanked the Assistant Town Manager, the Town Manager,
10 and Municipal Services. He spoke about the history of the rail trail idea and how it came to be.
11 They raised \$250,000 to cover the Town portion of the match in order to get the project started.
12 They were looking to create a way to ensure the preservation of trail and came up with this fund
13 as a way to do that. Fundraising within the community would be done to help this along.

14
15 Chairman Stacey thanked him and the rest of the Friends group for all of their hard work.

16
17 Larry Belair, 15 Artisan Drive, stated that the Friends of the Corridor had been involved since
18 2013. The fund would be small to start, but they would work to bring it up through fundraising
19 and charitable gaming proceeds. He stated that the current and previous Municipal Services
20 Directors had been a big help with the rail trail over the years.

21
22 Chairman Stacey thanked him and stated that she knew how hard he worked since she saw him
23 doing work on the trail all the time.

24
25 **MOTION:** by Councilor Bettencourt

26 *Move that the Salem Town Council hereby adopts Resolution No. 2026-01, and further to*
27 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
28 *as follows:*

29 ***Resolution #2026-01***

30 ***Acceptance of Donation, Approval of the Salem Rail Trail Donation Agreement***
31 ***and Establishment of the Salem Rail Trail Preservation Expendable Trust***

32 ***WHEREAS: the New Hampshire Department of Transportation (NHDOT) owns a rail***
33 ***corridor, formally known as the Salem Bike-Ped Corridor; and***

34 ***WHEREAS: the Town of Salem manages said rail corridor for the use and enjoyment of***
35 ***pedestrians and bicyclists; and***

36 ***WHEREAS: Linda Harvey, Robert Harvey, David Topham, Laurence Belair and Michael***
37 ***Banks (collectively the "Donors") desire to make a donation for the long-term preservation of***
38 ***the Salem Rail Trail; and***

39 ***WHEREAS: RSA 31:19 and RSA 31:19-a authorize municipalities to accept gifts and***
40 ***donations and establish expendable trusts for designated public purposes, and the Salem Town***
41 ***Council is authorized to accept gifts and establish trust funds for municipal purposes; and***

42 ***WHEREAS: a Salem Rail Trail Donation Agreement has been prepared that sets forth the***
43 ***Donors' intent and the permissible expenditures under such fund; and***

44 ***WHEREAS: the Salem Rail Trail Preservation Expendable Trust Fund is being established***
45 ***for the purpose of the preservation, repair, maintenance, and enhancement of the Salem Rail***
46 ***Trail.***

1 ***NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT:***
2 ***The Salem Town Council hereby establishes the Salem Rail Trail Preservation Expendable***
3 ***Trust Fund for the purposes of long term preservation of the Salem Rail Trail subject to the***
4 ***considerations set forth in the Salem Rail Trail Donation Agreement, with the Salem Town***
5 ***Council designated as the authorized agents to expend from the trust, and further approves the***
6 ***Salem Rail Trail Donation Agreement as presented.***

7 **SECOND:** by Councilor Withrow

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

9 **The motion passed unanimously.**

10
11 **b. Resolution No. 2026-02 – Consider Management Agreement with Salem Youth**
12 **Soccer Association for Use of Morse Field**

13 Manager Devine stated that the packet had a memo from the Assistant Town Manager.

14
15 Ms. Mailloux stated that back in September they finalized an agreement with the New
16 Hampshire DOT for the use of Morse Field. This was an additional agreement for the Salem
17 Youth Soccer Association to use and maintain the field.

18
19 Councilor Pelletier asked where Morse Field was.

20
21 Ms. Mailloux stated that Morse Field was on Cluff Crossing adjacent to the Soule School.

22
23 Chairman Stacey stated that she did not want to see a food truck sitting on the property for an
24 indefinite amount of time as was happening at the Field of Dreams.

25
26 Ms. Mailloux stated that they would pass that message along.

27
28 **MOTION:** by Councilor Bettencourt

29 ***Move that the Salem Town Council hereby adopts Resolution No. 2026-02, and further to***
30 ***waive the requirement for a second reading. This Resolution shall take effect upon its passage***
31 ***as follows:***

32 ***Resolution #2026-02***

33 ***Salem Youth Soccer Management Agreement***

34 ***WHEREAS: Salem Youth Soccer wishes to enter into a three (3) year Management***
35 ***Agreement with the Town of Salem to manage and maintain the multi-purpose field for Morse***
36 ***Field; and***

37 ***WHEREAS: Salem Youth Soccer agrees to the terms and conditions of the agreement.***

38 ***NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT: The***
39 ***Salem Town Council hereby approves the proposed Management Agreement with Salem***
40 ***Youth Soccer for a term of January 1, 2026, to December 30, 2028 to manage and maintain***
41 ***the multi-purpose field at Morse Field; and further authorizes the Town Manager to execute***
42 ***the agreement with Salem Youth Soccer.***

43 **SECOND:** by Councilor Pelletier

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

45 **The motion passed unanimously.**

8. New Business**a. Received/Vote on Citizen Petition Warrant Articles**

Manager Devine stated that the Town had received four Citizen Petition Warrant Articles. Article 15 was a petition from Isaiah 58 looking for \$10,000. Article 16 was a petition from Salem Family Resources asking for \$10,000. Article 17 was a petition from The Upper Room asking for \$7,500 and Article 18 was from the Field of Dreams asking for \$10,000.

Brenda Guggisberg, Director, The Upper Room, stated that they were asking for \$7,500 to support the programs offered to Salem residents. There were other organizations in the room that they worked with including the Town General Assistance Office that became a powerful force. When one of them was missing they were less effective in helping Salem residents. Ms. Guggisberg covered the work that her organization did in Salem over the past year including assisting four homeless youth, a food pantry, home assistance, and juvenile diversion work. That was why they were asking for support.

Chairman Stacey thanked her for speaking.

Larry Disenhof, 31 Hawkins Glen Drive, stated that he was there with Carrie Weiland who was the new Board President of Isaiah 58 along with other Board members. They were asking for \$10,000 to assist with addressing homelessness and the underlying reasons for homelessness. They tried to bring one housing unit online each year. All of their housing units were in Salem. They had a food pantry and a laundry for people who were homeless. They had units around Salem and an intake center. In 2025, they had invested \$200,000 to help people in Salem. They had assisted 500 people. The question was what the impact on the budget would be if Isaiah 58 did not exist. They had a very strong volunteer base. They were asking for their support this year after not receiving a recommendation from the Council or the Budget Committee last year.

Councilor Wright asked about the year.

Mr. Disenhof stated that it was 2025.

Councilor Pelletier asked what was being done to educate people to help get back on their feet.

Mr. Disenhof stated that they had different types of people. The largest growing was older women who had worked in retail. They also had those with illnesses that they would not recover from, and those individuals were allowed to stay without the work requirements.

Ms. Weiland spoke about the trainings they had done and the job placement effort. They tried to support people with showers and hygiene.

Councilor Hatch asked how much was taken in by Isaiah 58 in 2025 and how much was left.

Maggie Martin, Executive Director, Isaiah 58, stated that they had taken in about \$900,000 and spent about \$750,000 in 2025. Their focus was on Salem with support in the other towns across the county and overhead was about 10%.

1 Chairman Stacey stated that she saw that they spent \$231,000 in Salem.

2
3 Ms. Martin stated that was correct.

4
5 Chairman Stacey stated that no financial information was provided which was one of the reasons
6 that they did not support the request in the past.

7
8 Ms. Martin stated that they sent in reports quarterly to the Human Services Department now.

9
10 Chairman Stacey stated thank you.

11
12 Melissa LaRocque, Executive Director, Salem Family Resources, stated that they operated out of
13 two locations in Salem and they were requesting \$10,000 for their Main Street location. They
14 provided early childhood education and family resource referrals. The majority of the people
15 they served were from Salem. She was finalizing her year-end report as this was the first year of
16 her position. They had seen about 25 to 30 families a month coming in for referral assistance and
17 150 families had accessed their food pantry and play groups. People were able to come in and
18 request assistance daily. They worked with other agencies to help avoid providing duplicative
19 services.

20
21 Chairman Stacey asked if there was money available from the State for childcare.

22
23 Ms. LaRocque stated that they fundraised to provide scholarships for their early childhood
24 education, but they did have one child who had a scholarship through the State.

25
26 Chairman Stacey asked about the age brackets that they were dealing with.

27
28 Ms. LaRocque answered that they dealt with ages two to five at one location and the other was
29 newborns to five years old.

30
31 Rob Hannon, 12 Lansing Drive, President, Field of Dreams, stated that he had three board
32 members there. Last year they requested funds to offset the loss of their fundraisers. They
33 anticipated it being a one-time request as the bulk of their funding came from fundraising and
34 sponsorships. They spent \$14,000 on tree removal. Money was also spent on walkway
35 improvements, pest removal, and security improvements. They were now recording the parking
36 lot area. The Field of Dreams had also obligated \$18,000 to safety upgrades at the playground
37 which were supposed to be installed this month. The budget had been \$5,000 but it would
38 upgrade the look and the longevity. They spent \$48,000 overall, which was more than they took
39 in for revenues, so they were asking for \$10,000 in support.

40
41 Councilor Withrow stated that she did a lot of work supporting charities, but she did not believe
42 that donations belonged in the Town budget. That was her opinion and she would not support
43 them in the budget.

44
45 Councilor Hatch stated that they should do them one by one.

1 **MOTION:** by Councilor Bettencourt

2 *Move to receive and forward the following petition to the 2026 Town Meeting Warrant/Ballot*
3 *WITH recommendation:*

4
5 *By Petition: Shall the Town vote to raise and appropriate the sum of Ten Thousand Dollars*
6 *(\$10,000) for the purpose of providing housing and/or services to the unhoused or housing*
7 *insecure population of the Town of Salem through Isaiah 58 NH?*

8 **SECOND:** by Councilor Wright

9
10 Councilor Bettencourt stated that he appreciated the data sheet that Isaiah 58 provided, which
11 showed the services they provided.

12
13 **VOTE:** 4-4-0

14 **The motion failed with Councilor Bettencourt, Councilor Pelletier, Councilor Stramaglia,**
15 **and Councilor Wright in favor.**

16
17 Councilor Bettencourt asked what would happen since it was a tie vote.

18
19 Manager Devine stated that it would state that it was without recommendation and show that
20 there was a tie vote.

21
22 **MOTION:** by Councilor Withrow

23 *Move to receive and forward the following petition to the 2026 Town Meeting Warrant/Ballot*
24 *WITHOUT recommendation:*

25
26 *By Petition: Shall the Town vote to raise and appropriate the sum of Ten Thousand Dollars*
27 *(\$10,000) for the purpose of Salem Family Resources - Cindy's Place for Pantry and Daily*
28 *Playgroups, and parent support ongoing?*

29 **SECOND:** by Councilor Hatch

30
31 Councilor Wright stated that she had served on the Board of this organization in the past. She
32 knew how they were growing. It was a really good organization. Councilor Wright stated that
33 she wanted to see them receive support. People would have to go to the welfare office if this
34 group did not exist.

35
36 Chairman Stacey stated that she was not sure that they would need to go to the Town since they
37 were talking about early learning services.

38
39 Councilor Sweeney stated that it was not a matter of a yes vote meaning they supported the
40 organization and a no vote meaning they did not. All of the organizations making requests were
41 good organizations. This was looking at whether it made sense for the budget process. He felt
42 that the process for next year with contracts would be a better method than this donation method.
43 The petitions were going on the Warrant and would likely pass. It did not fit the budget and that
44 was why he would vote no on these requests.

Chairman Stacey stated that the petitions would be approved by the voters. She did not like having to say with or without recommendation on these requests.

Councilor Sweeney stated the budget already had \$107,000 in the budget towards these services.

VOTE: 6-2-0

The motion passed with Councilor Wright and Councilor Bettencourt opposed.

MOTION: by Councilor Withrow

Move to receive and forward the following petition to the 2026 Town Meeting Warrant/Ballot WITHOUT recommendation:

By Petition: Shall the Town vote to raise and appropriate the sum of Seven Thousand Five Hundred (\$7,500) dollars for the purpose of strengthening individuals and families by providing the education, services and resources needed to live healthy, self-sufficient lives through the Upper Room's prevention, intervention and engagement programs for children, youth and families.

SECOND: by Councilor Hatch

VOTE: 5-3-0

The motion passed with Councilor Wright, Councilor Stramaglia, and Councilor Bettencourt opposed.

MOTION: by Councilor Withrow

Move to receive and forward the following petition to the 2026 Town Meeting Warrant/Ballot WITHOUT recommendation:

By Petition: Shall the Town vote to raise and appropriate the sum of Ten Thousand Dollars (\$10,000) for the purpose of assisting with the maintenance and renovations to the public playground and park at the Field of Dreams.

SECOND: by Councilor Hatch

Councilor Sweeney stated that his opinion of this was different because this was a Town-owned parcel that the nonprofit was maintaining. If the nonprofit went away, then the Town would have to take this on. The playground repairs cost \$18,000 when \$5,000 was budgeted by the organization. He supported recommending this request.

Chairman Stacey stated that she agreed with Councilor Sweeney.

VOTE: 3-5-0

The motion failed with Councilor Withrow, Councilor Pelletier, and Councilor Hatch in favor.

MOTION: by Councilor Sweeney

Move to receive and forward the following petition to the 2026 Town Meeting Warrant/Ballot WITH 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 assisting with the maintenance and renovations to the public***
3 ***playground and park at the Field of Dreams.***

4 **SECOND:** by Councilor Stramaglia

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

6 **The motion failed with Councilor Bettencourt, Councilor Sweeney, Councilor Stramaglia,**
7 **and Chairman Stacey in favor.**

8
9 Councilor Wright stated that she felt people were more important than playgrounds, so she voted
10 in opposition to both the without and the with recommendation motions.

11
12 **b. Rail Trail Project Closeout**

13 Manager Devine stated that Phase 6 of the Rail Trail was finished and they needed to close out
14 the paperwork for the CMAQ grant. This was to allow him to address the paperwork needed to
15 do that.

16
17 **MOTION:** by Councilor Hatch

18 ***Move that the Salem Town Council accepts the constructed project of the Salem Bike Ped***
19 ***Corridor Phase 6 and further authorizes the Town Manager to sign any and all documents***
20 ***necessary to effectuate the close out of the CMAQ grant for NH DOT Project #41750.***

21 **SECOND:** by Councilor Withrow

22 **VOTE:** 8-0-0

23 **The motion passed unanimously.**

24
25 **c. Assign Warrant Articles for January 31st Deliberative Session**

26 Manager Devine stated that the Council needed to assign who would speak to the different
27 Warrant Articles.

28
29 Chairman Stacey asked for volunteers:

- 30 • Article 2 – Charter Amendment Number 1
 - 31 ○ Council Speaker: Councilor Sweeney
 - 32 • Article 3 – Charter Amendment Number 2
 - 33 ○ Council Speaker: Chairman Stacey
 - 34 • Article 4 – Charter Amendment Number 3
 - 35 ○ Council Speaker: Councilor Wright
 - 36 • Article 5 – Charter Amendment Number 4
 - 37 ○ Council Speaker: Councilor Hatch
 - 38 • Article 6 – Charter Amendment Number 5
 - 39 ○ Council Speaker: Councilor Stramaglia
 - 40 • Article 7 – Fire Engine-Pumper Lease/Purchase (\$1,350,000)
 - 41 ○ Council Speaker: Councilor Pelletier
 - 42 • Article 8 – 2026 Operating Budget (\$71,994,466)
 - 43 ○ Council Speaker: Councilor Bettencourt
 - 44 • Article 9 – 2026 Road Construction & Engineering Program (\$3,000,000)
 - 45 ○ Council Speaker: Councilor Withrow
- 46

- 1 • Article 10 – Salem Police Employees Association (SPEA) Agreement (\$247,906)
 - 2 ○ Council Speaker: Councilor Bryant
- 3 • Article 11 – Salem Public Administrators Association (SPAA) Agreement (\$141,582)
 - 4 ○ Council Speaker: Councilor Bryant
- 5 • Article 12 – OPEB Trust Fund Contribution (\$50,000)
 - 6 ○ Council Speaker: Chairman Stacey
- 7 • Article 13 – Town Facility Maintenance & Improvement Capital Reserve Fund (\$50,000)
 - 8 ○ Council Speaker: Councilor Hatch
- 9 • Article 14 – Anniversary Celebration Trust Fund / Electric Aggregation Plan (\$28,753)
 - 10 ○ Council Speaker: Councilor Sweeney

11 12 **d. Town Manager Update/Questions from the Council**

13 Manager Devine stated that there would be a Public Informational Session on Economic
14 Revitalization Zones (ERZ) on Tuesday, January 20, 2026, at 5:30 PM. The filing period for
15 Town open elected positions opened on January 21st and closed on January 30th. The
16 Deliberative Session was on January 31st at 9 AM in the Salem High School theater. Manager
17 Devine stated that he was hosting an informal Question & Answer session on Wednesday,
18 January 28, 2026, at 6:00 p.m. in the Knightly Meeting Room at Salem Town Hall for people
19 with questions about the Warrant. He was holding an Open Office session tomorrow from 3:30
20 to 5 PM. Dog licenses could be renewed now. The new polling locations were listed on the
21 website and people would be receiving cards in the mail about that. The Woodbury School was
22 replacing the Soule School and the Senior Center as a location.

23
24 Councilor Hatch asked about having a crossing guard for the Woodbury School in case people
25 were parking across the street from the school.

26
27 Manager Devine stated that he would discuss that with the Moderator. Cocoa with the Council
28 would be held on Tuesday January 20th at 8:30 AM in the Knightly Meeting Room. Citations of
29 Recognition and Achievement was given to three Police Dispatchers for their work during the
30 incident on December 18th. He listed the new employees. The Town Hall would be closed on
31 Martin Luther King Day.

32
33 Chairman Stacey stated that people needed to be aware about the limits on the Town Clerk's
34 Office placed by the State.

35
36 Manager Devine stated that the State shut down the motor vehicle system at 4:30 PM so the
37 Town Clerk could not take those transactions after 4:30 even though the office was open until
38 5PM.

39
40 Chairman Stacey stated that the complaint she received was about dog licenses.

41
42 Manager Devine stated that dog licenses should be able to be taken until 5 PM.

43
44 Councilor Bettencourt stated that he wanted to extend condolences to Kelly Moss on the loss of
45 her son.

9. Old Business/Tabled and Pending

None

10. Upcoming Meetings

- January 26, 2026
- January 31, 2026 (Deliberative Session)
- February 9, 2026

ADJOURNMENT AT 7:01 P.M.**MOTION:** by Councilor Hatch***Move to adjourn at 7:01 PM.*****SECOND:** by Councilor Withrow**VOTE:** 8-0-0**The motion passed unanimously.**Notes/minutes taken by: Jeremiah LamsonApproved: Town Council

Date Approved: _____

**CONSENT AGENDA ITEMS - TOWN COUNCIL
MEETING OF FEBRUARY 2, 2026**

	<u>TYPE OF ITEM SIGNED</u>	<u>DATE SIGNED</u>	<u>SIGNATURE or VOTE</u>
1	Assessing-Abatement-Docks (Bradford,Shore,Ball)-Grant	01/16/26	DocuSign
2	Assessing-Abatement-Docks (BrookHollow,Blake,Cove,N. Main)-Grant	01/17/26	DocuSign
3	Assessing-Abatement -Docks (StonePost,Shore,Lake Shore,Millville,S. Shore)-Grant	01/17/26	DocuSign
4	Assessing-Abatement-Docks (Westwood,Woodmeadow)-Grant	01/16/26	DocuSign
5	Assessing-Abatement-Docks (S. Shore,Shore)-Grant	01/22/26)	DocuSign
6	Assessing-Abatement-Docks (Sunset,Lakeside,S. Shore,Millville,Woodmeadow,Blake)-Grant	01/22/26	DocuSign
7	Assessing-Abatement -Docks (Glen,Blake,Grove)-Grant	01/16/26	DocuSign
8	Cemetery Deeds	02/02/06	In Person
8	Finance - Utility Warrant	01/13/26	DocuSign
9	Tax Collector - Jeopardy Tax Payment - 2025	02/02/26	In Person
10	Donations - RSA 91-A:3,II(e)	02/02/26	Vote
	\$100 Gift Card to Market Basket - Anonymous		
	\$100 Gift Card to Romano's Pizzeria - Anonymous		



SALEM FIRE DEPARTMENT

HEADQUARTERS

152 MAIN STREET, SALEM, NH 03079

PHONE: 603-890-2200 FACSIMILE: 603-893-3789

www.salemnh.gov

Town Council Swearing In

Thank you for allowing us a few moments this evening to formally welcome our newest Full-time Fire Alarm Operator who started with us on September 29, 2025.

We are excited to introduce him to you and to the community he now serves.

Mr. Cameron McNally, Badge #278 of Hudson, NH

Prior to Salem Fire, Cameron had been working at Parkland Medical Center as an Emergency Department Technician. He has also been working as a per diem EMT for Stewarts Ambulance Service. Although he did not have experience as a dispatcher, Cameron quickly learned the job and was released from training on December 7, 2025. Cameron has transitioned well into his new role, and we are happy to have him as part of our team.



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2040 · FAX: (603) 890-2091

FINANCE DEPARTMENT

Memo

DATE: January 26, 2026

TO: Town Council

FROM: Nicole McGee, CPA
Finance Director

THRU: Joseph Devine
Town Manager

RE: Sewer and Water DBA Request

Recommendation:

That the Town Council vote to authorize the use of \$263,338.94 from the Sewer Demand and Benefit Assessment (DBA) to pay for the sewer portion of the State Revolving Fund Loan payment and to authorize the use of \$299,989.19 from the Water Demand and Benefit Assessment for the South Broadway Sewer, Water, & Bridge Improvements Project State Revolving Fund Loan payments due in 2026.

Summary:

The Town entered a finalized loan agreement with the state in 2021 for the South Broadway Sewer, Water & Bridge Improvements Project. I am requesting that the Town Council authorize the use of Demand and Benefit Assessment (DBA) to pay for the loan payments due in 2026 net of the State Aid Grant (SAG) proceeds received.

The cash balance in the Sewer DBA at 12/31/25 (prior to year end close) was \$793,034 and the cash balance in the Water DBA at 12/31/25 (prior to year end close) was \$447,643.

Thank you.



TOWN OF SALEM, NEW HAMPSHIRE
By the Salem Town Council

Resolution #2026-03
Authorize Use of Demand and Benefit Assessment

WHEREAS: Section 1.2 of the Town Charter vests in the Town Council the powers of the legislative and governing bodies; and

WHEREAS: The Town of Salem, through the authority of the Board of Selectmen, adopted Chapter 455 Utility Demand and Benefit Assessment (DBA), on February 9, 2004, pursuant to RSA 38:28, RSA 38:27, and RSA 149-I:7 and Chapters 398 and 477 of the Town Code.

WHEREAS: In 2018 the voters authorized warrant article 5 the South Broadway Sewer and Water Pipe Replacement State Revolving Fund (SRF) Loan.

WHEREAS: The loan payment due in 2026 is \$299,989.19 for the water main SRF loan and \$429,125.92 for the sewer and culvert SRF loan.

WHEREAS: The Town of Salem, through its Town Council, acting in their capacity as sewer and water commissioners, has the full authorization to authorize this funding request.

NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT:

The Salem Town Council hereby authorizes \$299,989.19 to be expended from water DBA and \$263,338.94 to be expended from sewer DBA account for the purpose of payment the 2026 loan payments for the South Broadway Sewer and Water Pipe Replacement SRF loans.

SPONSORED BY CHAIR STACEY BY REQUEST

First Reading: February 2, 2026

Second Reading: Waived

Approval: February 2, 2026

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Bettencourt			
Councilor Wright			
Councilor Pelletier			
Councilor Bryant			
Councilor Stramaglia			
Councilor Sweeney			
Secretary Withrow			
Vice-Chair Hatch			
Chair Stacey			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Cathy Stacey, Chair Town Council

A True Copy Attest: _____
Nicole Morse, Town Clerk



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2040 · FAX: (603) 890-2091

FINANCE DEPARTMENT

Memo

DATE: January 26, 2026

TO: Town Council

FROM: Nicole McGee, CPA
Finance Director

THRU: Joseph Devine
Town Manager

RE: Depot Land Acquisition 2026 Bond Payment

Recommendation:

That the Town Council vote to authorize the withdrawal of \$68,946 from the Depot Improvement Trust Fund and \$248,854 from zone two traffic impact fees to offset the cost of the Depot Land Acquisition bond payment in 2026.

Summary:

The 2026 revenue budget includes \$317,800 to offset the cost of the Depot Land Acquisition bond. The funding sources are the Depot Improvement Trust Fund and zone two traffic impact fees.

The balance in the Depot Improvement Trust Fund as of 12/31/25 was \$71,398. The balance in the zone 2 traffic impact fee as of 12/31/25 was \$2,951,418 of which \$596,967 has been committed leaving an available balance of \$2,354,450.

I am requesting that the Town Council formally vote to authorize the withdrawal of \$68,946 from the Depot Trust Fund and \$248,854 from zone two traffic impact fees to offset the cost of the Depot Land Acquisition bond payment in 2026.

Thank you.



**TOWN OF SALEM, NEW HAMPSHIRE
By the Salem Town Council**

Resolution #2026-04
Withdraw Depot Trust and Zone 2 Impact Fees

WHEREAS: Section 1.2 of the Town Charter vests in the Town Council the powers of the legislative and governing bodies; and

WHEREAS: In 2017 the voters authorized warrant article 9 the Depot Intersection Land Acquisition bond.

WHEREAS: The bond payment due in 2026 is \$317,800.

WHEREAS: The Depot Improvement Trust Fund created on March 18, 1992, Section 4 lists the Board of Selectmen as agents to expend the trust fund

WHEREAS: RSA 674:21V(c) and Salem Municipal Code Section 490-711I(2) authorizes the Governing Body to spend impact fees

NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT:

The Salem Town Council hereby authorizes \$68,946 to be withdrawn from the Depot Improvement Trust Fund and \$248,854 from zone two traffic impact fees to offset the cost of the Depot Land Acquisition bond payments due in 2026.

SPONSORED BY CHAIR STACEY BY REQUEST

First Reading: February 2, 2026

Second Reading: Waived

Approval: February 2, 2026

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Bettencourt			
Councilor Wright			
Councilor Pelletier			
Councilor Bryant			
Councilor Stramaglia			
Councilor Sweeney			
Secretary Withrow			
Vice-Chair Hatch			
Chair Stacey			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Cathy Stacey, Chair Town Council

A True Copy Attest: _____
Nicole Morse, Town Clerk



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

Information Technology Department

MEMORANDUM

TO: Joe Devine, Town Manager
FROM: Tim Moynahan
RE: Addition to the Personnel Manual - AI
DATE: November 14, 2025, revised January 20, 2026

Currently, we do not have any reference for the use of Artificial Intelligence (AI) in our Town of Salem personnel manual. During our Wednesday, November 12, 2025, Tech Team meeting, the following high-level expectations for acceptable use of AI were reviewed and agreed upon that we would like to have added to the Personnel Manual, in "Section VII, WORKPLACE CONDUCT, Item f), COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY".

Artificial Intelligence (AI)

The Town supports the responsible use of AI tools for productivity, research, and communication when used in compliance with Town policies.

Confidential, proprietary, or personal information (PII) may never be entered into public or third-party AI tools. All AI-generated materials must be reviewed for accuracy, appropriateness, and bias before use.

AI may not be used to make final decisions affecting employees, residents, or operations without human oversight. Any misuse or suspected risk must be reported immediately to a supervisor, Department Head, or the Town Manager.

Through an iterative process and additional feedback, this guideline will continue to evolve.

I am happy to present this to our Town Council on 1/26/2026 to review and answer any questions.

The outcome we would hope to achieve would be that:

The Town Council accepts the AI acceptable use guidelines to be added to the Town of Salem's Personnel Manual in:

Section VII, WORKPLACE CONDUCT,
Item f), COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY.

SALEM MUNICIPAL SERVICES

www.salemnh.gov



UTILITIES DIVISION

Fred Wallace – *Director*

161 NORTH POLICY STREET
SALEM, NH 03079
TEL: 603-890-2179 FAX: 603-890-2173

Date: December 4, 2025
To: Town Council
From: Fred Wallace, MS Deputy Director, Utilities
Through: Joseph Devine, Town Manager
Cc: Wayne Amaral, Municipal Services Director
Nicole McGee, Finance Director

RE: Southern New Hampshire Interconnection Project Grant

Recommended Motion:

Move in accordance with RSA 31:95(b) that the Salem, NH Town Council hereby accepts with gratitude a grant in the amount of \$810,000 from the NH Department of Environmental Services as part of the Southern NH Regional Water Interconnection Project Grant program and further the Town Council agrees to enter into a grant agreement with the NH Department of Environmental Services for this purpose; and further authorizes the Town Manager to sign any and all documents necessary to effectuate this grant.

Background:

The New Hampshire Department of Environmental Services (NHDES) intends to award a \$810,000 grant to the Town of Salem to support its water system improvement project. This award is a 100% non-matching grant provided by Phase II funding of the Southern New Hampshire Regional Water Project.

The Town of Salem will utilize these funds for the design, permitting, and construction of chemical feed components aimed at improving water quality for the Town of Salem, the Hampstead Area Water Company, and the Town of Plaistow. Project activities will include the installation of booster disinfection at one or more existing Salem Water Department storage tanks, along with associated chemical storage and feed equipment, control systems, and other eligible project costs.

Thank you for your attention.



GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03301-0095	
1.3. Grantee Name Town of Salem		1.4. Grantee Address 33 Geremonty Drive, Salem, NH 03079	
1.5. Grantee Phone # 603-890-2120	1.6. Account Number 03-44-44-444010-3243-034	1.7. Completion Date June 1, 2028	1.8. Grant Limitation \$810,000
1.9. Grant Officer for State Agency Joshua Whipple, Section Supervisor		1.10. State Agency Telephone Number 603-271-7377	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Joseph Devine, Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

SPECIAL TERMS & CONDITIONS

1. Project-related changes to the Scope of Services outlined in Exhibit B require New Hampshire Department of Environmental Services (NHDES) approval in advance and a grant amendment subject to approval by the Governor and Executive Council.
2. Work must be completed and request for reimbursement must be made by the completion date listed in Section 1.7 of the Grant Agreement.

EXHIBIT B

SCOPE OF SERVICES

The Town of Salem will use this grant funding for design, permitting, and construction of chemical feed components to improve water quality supplying the Town of Salem, Hampstead Area Water Company (serving Hampstead and Atkinson), and the Town of Plaistow. This will include booster disinfection at one or more of the Salem Water Department's existing water storage tanks, including but not limited to chemical storage and feed equipment, controls, and other associated eligible project costs.

This Agreement consists of the following documents: Exhibits A, B, C, and attachments, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C

METHOD OF PAYMENT

NHDES shall pay to the Grantee the total reimbursable program costs for eligible services and related expenses in accordance with the following requirements:

Reimbursement requests for project costs shall be made no more than once per calendar month by the Grantee using the Request for Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all project-related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

This grant is not combined with any other funding source from NHDES for completion of the scope outlined in Exhibit B. The total reimbursement shall not exceed the grant award of \$810,000. Each disbursement request will be paid using 100% grant funds up to \$810,000.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date in Section 1.7 of this Grant Agreement to be eligible for reimbursement.

Grantee Initials _____
Date _____



Salem Police Department

9 Veterans Memorial Parkway, Salem, New Hampshire 03079

Phone: (603) 893-1911 Fax (603) 894-4861

www.townofsalemnh.org/police-department

Joel P. Dolan, Chief of Police

TO: Town Council through Joseph R. Devine, Jr., Town Manager
FROM: Joel P. Dolan, Chief of Police (JPD)
DATE: January 20, 2026
RE: Acceptance of grant award for SNH SOU

The Southern New Hampshire Special Operations Unit (SOU) has been awarded a grant from the New Hampshire Department of Safety Homeland Security in the amount of **\$77,260.00**. This funding will be used to purchase a replacement tactical robot, a critical tool that enhances operator safety and effectiveness in high-risk situations.

The Town of Salem has been a committed member of the SOU since the team's inception, and this grant reinforces our ongoing support and participation. The robot will be available for use not only within the Town of Salem, but also during callouts in partnering communities, ensuring rapid and safe responses to tactical incidents.

There are no matching funds required for this grant. The Town of Salem will serve as the fiscal agent for the award.

I am available to discuss this grant and answer any questions the Council may have.

JPD/jpd

State of New Hampshire



ROBERT L. QUINN
COMMISSIONER OF SAFETY

EDDIE EDWARDS
STEVEN R. LAVOIE
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

December 30, 2025

Captain Joseph Keating
Southern NH SOU
c/o Town of Salem
9 Veterans Memorial Parkway
Salem, NH 03079

Re: 2025 Homeland Security Grant Program Award- SWAT/SOU specific equipment

Dear Captain Keating,

It is my pleasure to inform you that upon review of your 2025 Homeland Security Grant Application, the ***Southern NH SOU c/o Town of Salem*** has been awarded **\$77,260**. This grant award expires on September 30, 2026. There are no guarantees for funding beyond this time frame, however we do anticipate 2026 funds being available should you choose to continue with this program.

Enclosed also is your Grant Agreement, federal grant terms and conditions, lobbying certification, sub-recipient information reporting form and acceptance of audit requirement forms. All signature forms must be returned to the Grants Management Bureau within forty-five (45) days of the date of this letter. In addition, this project must be implemented within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Failure to meet these requirements may result in a delay in reimbursement or cancellation of your grant award.

Additional information is also available at <https://www.dos.nh.gov/grants> We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens.

Sincerely,

Kelly Chapman

Kelly Chapman
Grants Administrator

CC: File

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A SPECIAL PROVISIONS

Sub-Grant Total	\$77,260
Funding Percentage	100%
Federal Award Agency	Federal Emergency Management Agency, Grants Program Directorate
Award Title & #	2025 Homeland Security Grant Program – EMW-2025-SS-05037
Grant Project Title	SWAT/SOU specific equipment
Period of Performance	Date of G&C Approval through September 30, 2026
Budget Period	Date of G&C Approval through September 30, 2026
ALN #	ALN# 97.067
Sub-Applicant UEI #	Q64GZRJ6VMJ3

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

EXHIBIT B

SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as “the State”) is awarding the Southern NH SOU c/o Town of Salem (hereinafter referred to as “the Grantee”) \$77,260 for the purpose of local first responders statewide for executing anti-terrorism linked eligible training, exercises and procuring eligible equipment.
2. “The Grantee” agrees that the project grant period ends September 30, 2026, and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted to the Department of Safety, Grants Management Bureau, prior to November 30, 2026.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee” is responsible for the overall direction and assignment of all 2025 Homeland Security grant.

EXHIBIT C

GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$77,260
2. Payment Schedule
 - a. “The Grantee” agrees that the total payment by “the State” under this grant agreement shall be up to \$77,260
 - b. “The State” shall reimburse up to \$77,260 to “the Grantee” upon “the State” receiving appropriate documentation of expended funds (i.e: copies invoices and proof of payment). This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

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

IV. Americans with Disabilities Act of 1990

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

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

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

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

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

(3) Definitions.

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

VII. Civil Rights Act of 1964 – Title VI

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

VIII. Civil Rights Act of 1968

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

X. Copyright

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

XI. Debarment and Suspension

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

XII. Drug-Free Workplace Regulations

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

XIII. Duplicative Costs

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XV. Energy Policy and Conservation Act

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

XVI. Equal Treatment of Faith-Based Organizations

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

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

XVII. Anti-Discrimination

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

(1) Definitions. As used in this clause –

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

(2) Grant award certification.

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

XVIII. False Claims Act and Program Fraud Civil Remedies

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

XIX. Federal Debt Status

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

XX. Federal Leadership on Reducing Text Messaging While Driving

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

XXI. Fly America Act of 1974

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

XXII. Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

XXV. Lobbying Prohibitions

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

XXVI. National Environmental Policy Act

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

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

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

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

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

XXVIII. Non-Supplanting Requirement

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

XXIX. Notice of Funding Opportunity Requirements

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

XXX. Patents and Intellectual Property Rights

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

XXXI. Presidential Executive Orders

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

XXXII. Procurement of Recovered Materials

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

XXXIII. Rehabilitation Act of 1973

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

XXXIV. Reporting Recipient Integrity and Performance Matters

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

XXXV. Reporting Subawards and Executive Compensation

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

(3) *Waivers*

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

XXXVII. SAFECOM

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

XXXVIII. Subrecipient Monitoring and Management

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

XXXIX. System for Award Management and Unique Entity Identifier Requirements

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

XL. Termination of a Federal Award

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

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

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

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

XLII. Trafficking Victims Protection Act of 2000(TVPA)

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

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

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

XLIV. Use of DHS Seal, Logo and Flags

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

XLV. Whistleblower Protection Act

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

New Hampshire Grant Terms and Conditions 2025

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

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

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

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

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

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

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

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

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

As a condition of the receipt of these funds:

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

Tracking of Equipment:

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

Equipment valued over \$10,000:

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

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

National Incident Management System (NIMS) Implementation

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

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

Certification by Official Authorized to Sign

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

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

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

Certification by Authorized Official*

Name: _____ Title: _____
Agency: _____ Mailing Address: _____
Phone Number: _____ E-Mail: _____
Signature: _____

Certification by Program Manager/Contact *

Name: _____ Title: _____
Agency: _____ Mailing Address: _____
Phone Number: _____ E-Mail: _____
Signature: _____

Certification by Financial Officer *

Name: _____ Title: _____
Agency: _____ Mailing Address: _____
Phone Number: _____ E-Mail: _____
Signature: _____

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

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

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

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name:

Address:

City:

State:

Zip Code: _____ - _____
(9 digits required)

Sub-Recipient **UEI Number:**

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

SECTION II. SUB-RECIPIENT REVENUE INFORMATION
(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards

☐ Yes

☐ No

Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000.00. in Federal Awards

☐ Yes

☐ No

Sub-Recipient's 5 Most Highly Compensated Officers

Officer Names

Officer Compensation

1.

2.

3.

4.

5.

Comments

PREPARED BY:

DATE:

Name:

Title:

Telephone:

Email:

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

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

Sub-Recipient UEI Number

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

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

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

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

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

Sub-Recipient Highly Compensated Officers

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

Comments

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

ACCEPTANCE OF AUDIT REQUIREMENTS FFY 2025 Homeland Security Grant Program

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

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

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

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

Beginning: Ending:
Date Date

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

Date:

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

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

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

Signatures: Dated

Program Director

Financial Officer

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

Print Name

Print Name

Print Name

New Hampshire Local Government Center

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Town Managers vs. Town Administrators: What's the Difference?

It would be hard to imagine any board of selectmen that could operate efficiently and effectively without the assistance of capable administrators and office staff. Selectmen are called upon to make many important decisions as they “manage the prudential affairs” of the town, and to do so, they often turn to town managers and town administrators to assist them.

Q: Is there a difference between having a town manager or a town administrator working for the town?

A: Yes, and it's a pretty significant difference. A town manager has the power and duties that are outlined in [RSA Chapter 37](#), while a town administrator (or administrative assistant, business manager or other similar titles) has no similar statutory authority, but instead works under the direct supervision of the board of selectmen, which retains all of its statutory authority.

Q: Who decides whether the town will have a town manager?

A: The legislative body. In order to have a town manager, the voters must adopt the provisions of [RSA Chapter 37](#) at an annual meeting. The question must be included on the warrant upon the written application of 10 or more voters, or one-sixth of the voters in town. [RSA 37:12](#). The selectmen may place the question on the warrant as well. The question must be placed on the official ballot to be voted on simultaneously with the balloting for town officers. Without a vote at town meeting, following the procedures set out in the statute, the town may not operate under the town manager form of government. [RSA 37:15](#). If there is no authority for a town manager, the selectmen remain the executive, managerial and administrative body that carries out the votes enacted at town meeting.

Q: If there is no provision for a town manager, can the selectmen hire a town administrator?

A: Yes, subject to budgetary considerations, the selectmen may hire a town administrator, administrative assistant or other staff they deem necessary to assist them in running the everyday business of the town. The legislative body has the option to create any elected or appointed officials it deems necessary to perform the work of the town. [RSA 41:2](#). They may vote to create the position of town administrator, administrative assistant, or other positions, to assist the selectmen in the management of the town. Often, town meeting delegates the tasks of supervising the work performance and job descriptions of these various positions to the selectmen.

Q: Do the selectmen lose some of their authority under a town manager form of government?

A: Yes. This is an important distinction between the town manager position and the town administrator position. By adopting the town manager form of government, the legislative body is placing some of the authority that would otherwise be held by the selectmen into the hands of a non-elected official. While the town manager is subject to the direction and supervision of the selectmen, he or she assumes several important duties when appointed. For example, the town manager becomes the administrative head of all town departments and has the authority to hire and fire employees under his or her control and to set their salary. The town manager also has the authority to approve the payment of bills incurred by the departments under his or her supervision. See [RSA 37:6](#) for a complete list of the powers and duties of a town manager. The town administrator does not have these statutory powers and duties.

Q: Is there any difference between the town manager and the town administrator in the area of hiring and termination?

A: Yes. The statutes require that the town manager be selected by the selectmen “with special reference to his education, training, and experience to perform the duties of his office [.]” As discussed earlier, there is no statutory provision for a town administrator, or other administrative positions, so the selectmen may hire personnel with whatever qualifications they feel necessary. They may hire a person with no experience at all and allow the person to “learn on the job.” This is not the case with the town manager position, who must be selected based on experience and training to perform the job. In the case of termination, a town manager may be removed by the selectman at any time “for cause.” This is in contrast to a town administrator, who is an employee “at will” and who may be removed without notice or cause. An important caveat: while New Hampshire is an “at will” state, employment contracts and personnel policies often contain provisions that require the employer to take certain steps before terminating an employee. Additionally, there may be statutory requirements that must be followed before action may be taken against some positions, for example, police officers, some fire department staff and library staff. Before taking any employment action, review the town’s policies and contact the town’s attorney.

Q: Can an official ballot referendum (SB 2) town have a town manager?

A: Yes. Either a traditional town meeting town or an official ballot referendum (SB 2) town may adopt the provision of [RSA Chapter 37](#) and operate as a town manager form of government. The provisions of [RSA Chapter 37](#) apply to towns (unless it is a town council town, in which case it is a council-manager form of government that is adopted as part of the town’s charter) and village districts or precincts. However, it does not apply to cities or school districts.

Q: What happens if there is a vacancy?

A: If there is a vacancy in the office of town manager, the selectmen must fill the position as soon as practical. While they search for a qualified replacement, they may appoint a person to fill the position on a temporary basis. [RSA 37:8](#). If there is a vacancy in the town administrator position, the position may or may not be filled, as the selectmen deem appropriate and in accordance with the town’s personnel policies, if any.

Q: Can the legislative body decide to elect the town manager or town administrator?

A: A town manager cannot be elected because the statute provides that the selectmen make the appointment. [RSA 37:2](#). A town administrator may be appointed or elected pursuant to [RSA 669:17, IX](#) which allows for the election of any other officers the town may judge necessary for managing its affairs. The most common way to fill the position of town administrator is by appointment by the selectmen.

Q: Can a town manager or a town administrator serve on the budget committee?

A: A town manager may not serve as a member-at-large of the budget committee in the town he or she serves, but may serve as the alternate for the ex-officio member representing the governing body, if so designated. [RSA 32:15, I \(b\) & V](#). A town administrator is similarly precluded from serving as a member-at-large on the budget committee if he or she is a full-time employee or a part-time department head. Like the town manager, the town administrator could serve as the alternate for the ex-officio member representing the governing body. When serving as an alternate, the person so designated has the same authority as the regular member.

Q: Can a town vote to discontinue the town manager form of government?

A: Yes. The legislative body may vote to discontinue the town manager form of government in the same manner that it adopted it. The question must be placed on the warrant and voted on in the same way as balloting for town officers. If the voters decide to discontinue the town manager form of government, the revocation will become effective on the second Tuesday in April following the vote. [RSA 37:15](#).

June 2006, *Town and City*

PO Box 617 • Concord, NH 03301 • 603.224.7447

Approved Items Checklist

Southern NH SOU c/o
Salem PD
2025 SWAT/SOU Equipment
\$77,260.00

Grant Expires: 9/30/2026

Vendor: 177472 B001
Acct: 22980000 500574
Activity: 23HS25LPLC
RQ:
PO:

Approved				Reimbursed					
Name of Equipment	Quantity	Cost	AEI	Name of Equipment	Quantity	Cost	Vendor	Invoice #	Date
ICOR Robot	1	77,260.00	3						
Total		77,260.00				\$ -			

Balance \$77,260.00

Witley, Maureen

Subject:

FW: Recommendation to Dissolve the Communications Committee

From: Gibbs, Robert <rgibbs@SalemNH.gov>

Sent: Sunday, January 11, 2026 11:45 AM

To: Stacey, Cathy <cstacey@salemnh.gov>

Cc: Devine, Joseph <jdevine@SalemNH.gov>

Subject: Recommendation to Dissolve the Communications Committee

To Town Council Chairperson Stacey,

The Communications Committee has been working for more than two years to increase visibility and improve communication between the Town and its residents. We believe that significant progress has been made during that time, and much credit is due to Crayton Brubacker for his efforts.

With Crayton's contributions, and now with the hiring of Communications Director Ciara Salazar, the Communications Committee has for some time been discussing the ongoing need for the committee itself.

After careful consideration, the committee voted unanimously to advise the Town Council that it no longer sees a need for its continued existence and recommends that the committee be terminated. We understand that this action would require a change to the Town Charter. In the interim, the Communications Committee will not be scheduling meetings unless the Town Council determines that one is needed.

Respectfully,

On behalf of the Communications Committee

Bob Gibbs

Communications Committee Chairman

Town of Salem, NH

603 952-7446

Before printing think green; read on the screen.

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TOWN OF SALEM, NEW HAMPSHIRE

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(603) 890-2120 · FAX: (603) 890-2220

OFFICE OF THE TOWN MANAGER
Joseph R. Devine, Town Manager
Colleen Mailloux, Assistant Town Manager

MEMO

DATE: January 12, 2026
TO: Salem Town Council
FROM: Joseph R. Devine, Town Manager 
RE: Proposed Finance Committee Model to Replace the Municipal Budget Committee (RSA 32) and Strengthen Budget Development

Purpose

This memorandum proposes the creation of an appointed Finance Committee to provide informed, continuous, and goal-aligned budget review prior to Town Council budget deliberations. The budget advanced to the voters will be the Town Council's recommended budget, informed by a committee that is built to work year-round on fiscal priorities.

Background and Current Process

Salem currently operates with an official Municipal Budget Committee under RSA 32. The purpose of RSA 32 is to "assist voters in the prudent appropriation of public funds."

Under the current workflow:

1. Town Manager prepares the proposed operating budget.
2. Town Council reviews/makes changes and forwards a proposed budget to the Budget Committee.
3. Budget Committee conducts hearings and makes adjustments; the resulting recommendation is the one advanced to voters.

This year's charter amendment, if approved, will eliminate the municipal budget committee, requiring Salem to establish a clear alternative structure for robust public-facing budget review that supports both transparency and long-term planning. Town charters commonly must specify procedures for annual budget preparation/presentation/adoption.

Key Issue Identified by the Town Council

The Council has expressed concern that the current budget committee model:

- Often provides limited guidance, focusing primarily on reductions late in the process;
- Operates largely during budget season, without the same continuous context the Town Council gains through year-round governance and strategic goal-setting; and
- Makes significant changes to the budget after the Council's deliberations, which can reduce alignment with Council-adopted priorities.



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Joseph R. Devine, Town Manager

Colleen Mailloux, Assistant Town Manager

Proposed Alternative: Appointed Finance Committee (Advisory)

Other municipalities utilize an advisory budget or finance committee that provides non-binding input on the proposed budget, operating outside the statutory framework of an RSA 32 “official budget committee.” These advisory bodies typically review departmental requests, assess fiscal trends, and make recommendations to the governing body. In many cases, the appointed finance committee also supports long-range financial planning, annual budget analysis, and capital improvement planning.

Core concept: The Finance Committee would review the Town Manager’s recommended budget before the Town Council and then transmit recommendations to the Town Council. This way, Council deliberations are better informed earlier, and the budget moved forward is the Town Council’s recommended budget.

Proposed Committee Structure (High Level)

- Five (5) voting members, appointed by the Town Council.
- Town Council members will not serve on the committee (to preserve independence and avoid duplicative governance).
- Members should reflect a mix of experience (finance, business, municipal knowledge, analytics).
- Committee elects a Chair/Vice Chair annually.
- Committee has a designated liaison to the CIP Committee (one Finance Committee member participates in CIP work and reports back).

Proposed Role and Authority

The Finance Committee would be advisory to the Town Council and would:

- Review financial outlook, revenues, expenditure drivers, staffing proposals, and major cost pressures;
- Hold public meetings and receive presentations from departments and the Town Manager;
- Issue written recommendations to the Town Council on:
 - operating budget by department/function,
 - major drivers and options,
 - alignment with Council goals, and
 - CIP affordability/impacts.
- Monitor budget-to-actual performance and provide periodic updates.

Importantly: The Finance Committee would not adopt a budget, set appropriations, direct staff, or substitute for Council authority. It recommends; the Town Council decides.



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Proposed Budget Calendar Integration

1. Council establishes annual goals/parameters (service levels, tax impact targets, staffing philosophy, reserves, CIP affordability).
2. Town Manager prepares a proposed budget consistent with Council goals.
3. Finance Committee conducts hearings with departments and the Town Manager; evaluates alignment with goals and long-term needs; produces recommendations.
4. Town Council holds workshops using:
 - Town Manager proposed budget, and
 - Finance Committee recommendations.
5. Town Council votes its recommended budget for SB2/warrant process.

Why This Option Is Better (Summary)

1. Earlier, more constructive review: Moves feedback “upstream” so the Council’s budget is stronger before it goes public.
2. Better alignment with strategic goals: Committee is explicitly charged to work within Council-adopted priorities (not just line-item reductions).
3. Year-round context and long-term focus: More attention to trends, staffing sustainability, reserves, and CIP affordability—rather than late-stage reductions.
4. Broader participation: Appointment process may encourage service from residents who are willing to contribute expertise without running in an election.
5. Transparency maintained (and can be improved): Regular public meetings, posted recommendations, and clear documentation.

Recommendation / Next Steps

1. Direct the Town Manager to return with:
 - A final Finance Committee Policy (attached draft),
 - Proposed appointment/term plan,
 - A draft budget season calendar, and
 - Any corresponding charter/bylaw changes needed to implement the committee and define its scope consistent with Salem’s charter budget procedures.



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OFFICE OF THE TOWN MANAGER
Joseph R. Devine, Town Manager
Colleen Mailloux, Assistant Town Manager

DRAFT POLICY

Town of Salem, NH — Finance Committee Policy

1. Purpose

The Finance Committee is an advisory committee established to assist the Town Council and the public by providing informed review and recommendations regarding the Town's:

- annual operating budget,
- multi-year financial outlook,
- major financial policies and drivers, and
- capital improvement planning affordability and impacts.

This committee is intended to strengthen fiscal planning and transparency and to support prudent appropriation decisions consistent with the intent of New Hampshire municipal budgeting principles.

2. Status and Limits of Authority

A. The Finance Committee is advisory only to the Town Council.

B. The committee shall not:

- direct Town staff operations,
- negotiate labor matters,
- commit Town funds,
- set appropriations,
- or take any action reserved to the Town Council, Town Meeting, or voters.

C. Recommendations of the Finance Committee are non-binding.

3. Membership

A. Composition: Five (5) voting members.

B. Appointment: Members are appointed by majority vote of the Town Council.

C. Eligibility:

- Members must be Salem residents.
- No current Town Council member may serve as a voting member of the Finance Committee.



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D. Terms:

- Standard term: three (3) years, staggered so continuity is maintained. Initial appointments may be for 1-, 2-, and 3-year terms to establish staggered rotation.

E. Vacancies:

- Filled by Town Council appointment for the remainder of the unexpired term.

4. Officers

A. The Committee shall elect a Chair Vice Chair and Secretary annually.

B. The Chair shall:

- set agendas in coordination with the Town Manager or designee,
- preside at meetings,
- ensure recommendations are transmitted to the Town Council in writing.

5. Meetings, Quorum, and Procedures

A. Meetings shall comply with RSA 91-A (Right-to-Know) requirements for public notice and minutes.

B. Quorum: Three (3) members.

C. Voting: Recommendations require a majority of members present and voting, unless otherwise specified by committee bylaws.

D. The committee may adopt bylaws consistent with this policy.

6. Scope of Work

The Finance Committee's scope includes:

A. Annual Budget Review (Primary)

1. Receive an annual budget outlook presentation (revenues, expenditures, tax rate drivers).
2. Review department budgets as recommended by the Town Manager.
3. Evaluate budget alignment with Town Council-adopted annual goals/priorities.
4. Consider service impacts, one-time vs. ongoing costs, staffing implications, and long-term sustainability.
5. Prepare a written recommendation report to the Town Council prior to Council budget workshops, including:
 - recommended adjustments (if any),
 - rationale tied to Council goals,
 - minority opinions (optional) if requested by members.



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B. In-Year Financial Monitoring

1. Receive periodic budget-to-actual updates (quarterly recommended).
2. Review significant trends, revenue shortfalls, or major expenditure pressures and provide advisory comments to the Town Council.

C. CIP Coordination

1. The Finance Committee shall designate one member to serve as the committee's CIP liaison.
2. The liaison participates in CIP committee review to understand project timing, affordability, and operating impacts, and reports back to the Finance Committee.

7. Relationship to Town Council Budget Goals

A. The Town Council shall establish annual budget goals/parameters at the outset of the budget cycle (e.g., service-level priorities, tax impact targets, staffing philosophy, reserve objectives, and CIP affordability targets).

B. The Finance Committee shall conduct its review within those goals/parameters and explicitly reference them in its written recommendations.

8. Staff Support

A. The Town Manager shall provide reasonable staff support, scheduling support, and access to budget documents necessary for the committee's advisory work.

B. Department presentations to the Finance Committee shall be coordinated through the Town Manager's Office to ensure consistency and efficiency.

9. Deliverables and Transparency

A. All Finance Committee recommendations shall be transmitted in writing to the Town Council and posted with the Town Council packet materials when practicable.

B. The committee is encouraged to produce a plain-language summary of major budget drivers to support public understanding.

10. Annual Budget Calendar

The Finance Committee shall operate within the Town's annual budget calendar as established by the Town Council and Town Manager. At a minimum, the following framework shall apply:



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July – Budget Preparation and Goal Setting

- The Town Council establishes annual budget goals, priorities, and policy direction, including service level expectations, tax impact considerations, staffing philosophy, reserve targets, and capital affordability.
- Departments begin preparation of budget requests consistent with Council-adopted goals.
- The Town Manager issues budget guidance and assumptions.

August – Town Manager Review

- Departments submit proposed budgets to the Town Manager.
- The Town Manager reviews requests, evaluates operational needs, revenue projections, and long-term impacts, and develops a proposed operating budget aligned with Town Council goals.

September–October – Finance Committee Review

- The Finance Committee receives the Town Manager's proposed budget.
- The Committee conducts public meetings and hearings with Town departments and the Town Manager.
- The Finance Committee evaluates the proposed budget for alignment with Town Council goals, fiscal sustainability, service impacts, and long-term planning considerations.
- The Finance Committee prepares written advisory recommendations to the Town Council.

October–November – Town Council Review and Action

- The Town Council conducts budget workshops and public hearings, informed by:
 - the Town Manager's proposed budget, and
 - the Finance Committee's recommendations.
- The Town Council deliberates, makes final adjustments, and votes on the recommended operating budget to be advanced to the voters in accordance with the Town Charter and SB 2 process.

To: Salem Town Council
From: Joseph Devine, Town Manager
Date: January 26, 2026
Re: Town Manager's Report



MEMORANDUM



News and Noteworthy:

Winter Weather Operations Update

Municipal Services has officially transitioned into Winter Weather Operations Mode as we continue to experience an active and challenging winter season.

Since December 1, crews have already responded to 15 winter weather events, including multiple snow and ice storms. Several of these events involved freezing rain and icing conditions, which require proactive treatment even when snowfall totals appear minimal. These conditions often explain why residents may see plows and treatment vehicles operating before, during, or after events that do not look significant on the surface.

To date this season, Municipal Services is responsible for maintaining:

- 388 lane miles of roadway (paved and unpaved)
- 36 plow routes, including primary and secondary road networks
- 35 miles of sidewalks
- Municipal buildings, parking areas, water and sewer facilities, and school-related infrastructure

Plowing Thresholds & Order of Operations

I want to take this opportunity to remind everyone of the Town's adopted Winter Weather Operations Plan, which governs how and when snow and ice control activities occur.

- Salting and sanding operations may begin immediately when icy or hazardous conditions are reported, including during overnight and early morning hours.
- Plowing operations typically commence once snowfall reaches approximately 1–3 inches, depending on storm intensity, timing, and temperature.
- Primary routes (main arteries, emergency access routes, and major collectors) are treated and plowed first, with the goal of maintaining safe travel for emergency services and high-volume traffic.
- Secondary routes (neighborhood and residential roads) are addressed after primary routes, as conditions allow.
- During major storms, the priority is to keep all roads passable, with final curb-to-curb cleanup occurring once snowfall has subsided.

No two storms are alike, and winter weather decisions are made in real time based on weather forecasts, pavement temperatures, traffic patterns, and public safety considerations. Winter operations represent a significant investment of Town resources, and the professional judgment of the Municipal Services leadership team is critical to balancing roadway safety, operational efficiency, and responsible stewardship of taxpayer dollars.

I would like to commend the Municipal Services team for their continued hard work, long hours, and professionalism throughout this winter season. Their efforts are critical to keeping our community safe and operational during challenging weather conditions.

Community Power – Pricing Update

The Town received an updated from Bart Fromuth with Freedom Energy, who provided an update on electric supply pricing for the upcoming six-month period based on rates filed with the New Hampshire Public Utilities Commission.

For the next six months, Liberty Utilities has filed a default service supply rate of 13.737 cents per kWh, while Salem's Community Choice Aggregation (CCA) program supply rate will be 11.180 cents per kWh. This represents an approximate 18.6% savings for participating customers during this period.

As a reminder, the Community Power program continues to provide residents and businesses with competitive pricing, price stability, and local oversight, while maintaining full customer choice, including the ability to opt out at any time. Staff and our consultant will continue to monitor market conditions and provide updates as appropriate.

Regional Transit Update – MEVA Service to Salem

Staff continue to work with MeVa Transit on the implementation of a new regional bus route serving Salem. MeVa has received grant funding through Massachusetts Department of Transportation as part of a broader \$10 million investment by the Healey-Driscoll Administration to expand regional transit services across Massachusetts and into New England, including cross-state connections that benefit Salem riders.

MeVa's operations team has conducted preliminary route timing and site reviews in Salem and plans to complete a full test run with a bus later this month. Proposed stops under evaluation include major commercial and employment areas such as Tuscan Village, Target, and other key destinations, subject to coordination with property owners.

Service is anticipated to launch with MeVa's spring schedule on Sunday, April 5, 2026, with service proposed seven days per week. Staff will continue to coordinate with MeVa and the Coordinated Area Regional Transit (CART) Advisory Board as details are finalized, and an informational update to the Town Council is anticipated later this winter once route and service specifics are confirmed.

Route 111 / Ermer Road Traffic Safety Improvement Project – Update

The Town has reached a major milestone on the **Route 111 / Ermer Road Traffic Safety Improvement Project.

On January 21, 2026, the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau approved the Town's Standard Dredge and Fill Wetlands Permit for the project. The approved permit authorizes the necessary wetland impacts associated with the construction of a single-lane roundabout, along with associated roadway and lighting improvements, at the Route 111 and Ermer Road intersection. The project is being advanced by the Town in coordination with the New Hampshire Department of Transportation.

This approval represents the final major environmental permitting step required to keep the project on schedule. With the wetlands permit now in place, staff and the Town's consultant team can proceed with final design activities and coordination necessary to advance the project toward bidding.

NHDOT has accelerated this project with the goal of advertising for construction in early spring and advancing work during the Summer 2026 construction season. Staff will continue to coordinate closely with NHDOT and regulatory agencies to ensure compliance with all permit conditions and will keep the Council informed as the project moves into the next phase.

Conservation Commission – Rain Barrel Program

The Conservation Commission has partnered with The Great American Rain Barrel Company to offer a rain barrel program for Salem residents aimed at conserving water and reducing stormwater runoff. With New Hampshire experiencing continued dry conditions following one of the driest summers in decades, rainwater harvesting provides a simple way for households to collect and store water for outdoor use, easing strain on wells and municipal systems and helping sustain lawns, gardens, and landscaping through dry periods.

Collected rainwater can also be used for such tasks as washing cars and outdoor surfaces, reducing reliance on treated water and potentially lowering utility costs. In addition to its conservation benefits, capturing rainwater helps reduce runoff that can carry pollutants into local waterways.

Rain barrels are available to Salem residents at a discounted rate and will be available for pickup on April 18, 2026, with the purchase deadline of April 5, 2026. Residents interested in participating are encouraged to visit the program website and select “Salem” for details on ordering and pickup.

Town Clerk’s Office – “Salem Pup Bulletin Board” and Dog Licensing Reminder

The Town Clerk’s Office is inviting residents to help grow our “Salem Pup Bulletin Board” by submitting photos of their dogs to be displayed at Town Hall. Whether a pup is playful, sleepy, silly, or regal, residents are encouraged to bring a printed photo with them on their next visit to Town Hall or mail a photo to the Collections Department at 33 Geremonty Drive. This light-hearted initiative is a fun way to highlight community pets and spread some smiles among visitors and staff alike.

This announcement also serves as a reminder that 2026 dog licenses are now available. In accordance with New Hampshire law, all dogs over four months of age must be licensed annually. Residents may stop by Town Hall to obtain or renew a dog license and submit their photo at the same time, or complete the application online through the Town’s licensing portal. Licenses are due by the April deadline, and the Clerk’s Office encourages owners to take care of this requirement early.

2026 Town of Salem Resident Survey

The Town of Salem will be launching a 2026 Resident Survey during the first week of February, with the survey remaining open for the month to allow ample time for participation. The survey asks residents to share their perspectives on a range of topics, including:

- Overall satisfaction with Town services and operations
- Major challenges facing Salem
- Budget priorities and trade-offs
- Importance of Town services and capital needs
- Communication methods and effectiveness
- Quality-of-life considerations and long-term outlook

In addition to rating and ranking questions, the survey includes open-ended opportunities for residents to share ideas and suggestions in their own words. Demographic questions are included to help ensure responses reflect a broad cross-section of the community.

Results from the survey will be reviewed by staff and shared with the Town Council to help guide future discussions related to budgeting, capital planning, service delivery, and community engagement initiatives. Residents are encouraged to participate, as this feedback will play an important role in shaping decisions and priorities for the Town moving forward.

Town Meeting & Election Process Update

We are approaching several key milestones in the 2026 Town Meeting and election process.

Deliberative Session: The annual Deliberative Session will be held on Saturday, January 31, 2026, at 9:00 a.m. at Salem High School (44 Geremonty Drive). This session provides registered voters the opportunity to discuss, ask questions about, and propose amendments to the warrant articles and the proposed budget before the Official Ballot Voting Day.

Deliberative Session Q&A: To help residents prepare for the Deliberative Session, I will host a Q&A session on Wednesday, January 28, 2026, at 6:00 p.m. in the Knightly Meeting Room at Town Hall. This informal session is intended for discussion and clarification of the budget and warrant articles; no votes will be taken.

Candidate Filing Period: The Town is now accepting filings for open elected positions for the 2026 Town Election, which is scheduled for Tuesday, March 10, 2026. The candidate filing period begins on January 21, 2026 at 8:30 a.m. and ends on January 30, 2026 at 5:00 p.m. in the Town Clerk's Office. Registered voters interested in running for local office may file during this period.

These steps are part of the two-step election process under New Hampshire's official ballot (SB2) system, which separates deliberation and amendment of warrant articles from the final voting on the ballot.

Items Signed on Behalf of the Town Council Since Last Update:

- Payment Check Register (01-13-26) - \$3,750,227.63
- Payroll Manifest No. 2 (01-13-26) - \$406,655.76
- Payment Check Register (01-20-26) - \$281,080.75
- Payroll Manifest No. 3 (01-20-26) - \$350,490.84