

A G E N D A
TOWN COUNCIL MEETING

April 20, 2026

Salem High School
44 Geremonty Drive, Salem, NH

6:00 p.m. CALL TO ORDER
Non-Public Sessions
RSA 91-A:3,II(c, c, c, d & l)

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. Interview Session/Appointment to Economic Development Committee
7. First Read/Waiver
 - a. Resolution No. 2026-09 – Finance Department – Final Bond Sale – Police Station Construction
8. New Business
 - a. Public Hearing – Discontinue Portion of Route 97/Main Street
 - b. Community Services Department Update
 - c. Municipal Building Advisory Committee (MBAC) Update
 - d. Discussion on Former Wastewater Treatment Plant
 - e. Authorize 3-Year Lease Agreement with NH Bureau of Court Facilities for Use of Court House
 - f. Authorize 3-Year Lease Agreement with NH Department of Corrections – Probation/Parole Office for Use of Court House
 - g. Town Manager's Report/Questions from the Council
9. Old Business/Tabled and Pending
10. Upcoming Meetings
 - May 4, 2026
 - May 18, 2026

Adjourn

**MINUTES OF THE
Town Council**

**Regular Meeting of
April 6, 2026**

The Town Council held a meeting on Monday, April 6, 2026, at the Media Center at Salem High School Salem, NH.

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

CALL TO ORDER:

Chairman Bryant began by calling the meeting to order at 7:05 p.m.

1. Pledge of Allegiance

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

2. Meeting Minutes

MOTION: by Councilor Withrow

Move to seal the Town Council Non-Public Session Meeting Minutes for Sessions 1,2,3, and 4 for April 6, 2026 per RSA 91-A:3 II m, l, d, and c because they involve matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself or render a proposed action ineffective.

SECOND: by Councilor Sweeney

VOTE: 9-0-0

The motion passed unanimously.

MOTION: by Councilor Withrow

Move to approve the sealed Town Council Non-Public Session #5 Meeting Minutes from February 2, 2026.

SECOND: by Councilor Sweeney

VOTE: 9-0-0

The motion passed unanimously.

MOTION: by Councilor Withrow

Move to approve the sealed Town Council Non-Public Session #2 Meeting Minutes from February 9, 2026.

SECOND: by Councilor Sweeney

VOTE: 9-0-0

The motion passed unanimously.

MOTION: by Councilor Withrow

Move to approve the sealed Town Council Non-Public Session #2 Meeting Minutes from February 25, 2026.

1 **SECOND:** by Councilor Sweeney

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

3 **The motion passed unanimously.**

4
5 **MOTION:** by Councilor Withrow

6 *Move to approve the sealed Town Council Non-Public Session #1 Meeting Minutes from*
7 *February 25, 2026.*

8 **SECOND:** by Councilor Sweeney

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

10 **The motion passed unanimously.**

11
12 **MOTION:** by Councilor Withrow

13 *Move to approve the sealed Town Council Non-Public Session #1 Meeting Minutes from*
14 *March 2, 2026.*

15 **SECOND:** by Councilor Sweeney

16 **VOTE:** 8-0-1

17 **The motion passed with Councilor Wright abstaining.**

18
19 **MOTION:** by Councilor Withrow

20 *Move to approve the sealed Town Council Non-Public Session #2 Meeting Minutes from*
21 *March 2, 2026.*

22 **SECOND:** by Councilor Sweeney

23 **VOTE:** 8-0-1

24 **The motion passed with Councilor Wright abstaining.**

25
26 **MOTION:** by Councilor Withrow

27 *Move to approve the sealed Town Council Non-Public Session #3 Meeting Minutes from*
28 *March 2, 2026.*

29 **SECOND:** by Councilor Sweeney

30 **VOTE:** 8-0-1

31 **The motion passed with Councilor Wright abstaining.**

32
33 **MOTION:** by Councilor Withrow

34 *Move to approve the sealed Town Council Non-Public Session #4 Meeting Minutes from*
35 *March 2, 2026.*

36 **SECOND:** by Councilor Sweeney

37 **VOTE:** 8-0-1

38 **The motion passed with Councilor Wright abstaining.**

39
40 **MOTION:** by Councilor Withrow

41 *Move to approve the Town Council Public Session Meeting Minutes from March 16, 2026.*

42 **SECOND:** by Councilor Bryant

43 **VOTE:** 9-0-0

44 **The motion passed unanimously.**

3. Chairman Comments:

Chairman Bryant stated that they wanted to recognize the April Employee of the Month, Tom Giarrosso.

Manager Devine stated that Mr. Giarrosso has been the Executive Director of Salem Community Television for the last twenty years and has grown the channel, was the advisor to the High School Film Club, and started the Salem Film Festival.

4. Approve Consent Agenda

MOTION: by Councilor Sweeney

Move to approve the April 6, 2026, Consent Agenda.

SECOND: by Councilor Stramaglia

VOTE: 9-0-0

The motion passed unanimously.

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

None.

6. Interview Session/Appointments to Boards, Committees & Commissions

Manager Devine stated that these were to make appointments to fill vacancies on Town committees. The first one was the Conservation Commission where there were two applicants. Alan Lord was seeking reappointment and Glen Reynolds was requesting to move from an Alternate to a regular member.

MOTION: by Councilor Stacey

Move to appoint Alan Lord and Glen Reynolds to the Conservation Commission to terms ending April 2029.

SECOND: by Councilor Hatch

VOTE: 9-0-0

Manager Devine stated that next was the Economic Development Committee which had two applicants and three vacancies. Richard Dobzelecki was seeking reappointment while Kaitlyn Caravoulis was a new applicant.

Councilor Wright stated that Mr. Dobzelecki had been the Chairman of the EDC while Ms. Caravoulis had attended the last EDC meeting to meet the members.

MOTION: by Councilor Wright

Move to appoint Richard Dobzelecki and Kaitlyn Caravoulis to the Economic Development Committee to terms ending April 2029.

SECOND: by Councilor Hatch

VOTE: 9-0-0

Manager Devine stated that the Ethics Committee was next with two vacancies. Donna Loranger was seeking reappointment while Kaitlyn Caravoulis was a new applicant.

1 **MOTION:** by Councilor Wright

2 *Move to appoint Kaitlyn Caravoulas and Donna Loranger to the Ethics Committee to terms*
3 *ending April 2029.*

4 **SECOND:** by Councilor Hatch

5
6 Councilor Sweeney asked if Ms. Caravoulas could serve on two committees at the same time.

7
8 Manager Devine stated that she would need to recuse herself, but otherwise the Charter did not
9 prohibit it.

10
11 Councilor Bettencourt stated that the Charter listed some positions with conflicts, but this was
12 not part of that.

13
14 **VOTE:** 9-0-0

15
16 Manager Devine stated that the Historic District Commission had two vacancies and four
17 applications. Beverly Glynn was seeking reappointment while Andrew Feeney, Brandilynn
18 Feeney, and Jubilee Oberlander were new applicants.

19
20 Chairman Bryant asked to have the applicants come down in alphabetical order.

21
22 Andrew Feeney, 314 Main Street, introduced himself. He had attended a few of the Commission
23 meetings which sparked his interest.

24
25 Brandilyn Feeney, 314 Main Street, stated that she worked from home and had also attended
26 some meetings. The second reason was that they had made some home improvements without
27 being aware of the Historic District requirements and wanted to help spread the knowledge about
28 those requirements.

29
30 Jubilee Oberlander stated that she had lived in Salem for ten years now and was interested in
31 learning about the history of Salem and the preservation of the District.

32
33 Beverly Glynn stated that they were working on having the fourth graders come in for a visit.
34 They were now working on the Old Fire Station.

35
36 Councilor Sweeney asked if they had alternates to the Historic District Commission that they
37 could appoint.

38
39 Manager Devine answered that the Historic District Commission did not have alternates.

40
41 Councilor Wright stated that she had worked with the Historic District Commission and Ms.
42 Glynn had a wealth of knowledge.

43
44 **MOTION:** by Councilor Wright

45 *Move to appoint Beverly Glynn and Brandilyn Feeney to the Historic District Commission to*
46 *terms ending April 2029.*

1 **SECOND:** by Councilor Bettencourt

2
3 Councilor Bettencourt stated that Jubilee Oberlander had submitted her name for another
4 committee as well.

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

7
8 Manager Devine stated that the Housing Authority had one vacancy and two applicants. Ginny
9 Consoli seeks reappointment while Lorraine Thompson is a new applicant.

10
11 Ginny Consoli stated that she had been on the board for twenty years now. She worked to ensure
12 that they were providing elderly residents and veterans with affordable housing. Her employment
13 history had been at an assisted living facility for twenty-five years now.

14
15 **MOTION:** by Councilor Stacey

16 *Move to appoint Ginny Consoli to the Salem Housing Authority to a term ending April 2031.*

17 **SECOND:** by Councilor Stramaglia

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

19
20 Manager Devine stated that they received five applications for the three vacancies on the
21 Recreation Advisory Committee. Rick Murray, Tom Woelfel, and Kevin Richard are seeking
22 reappointment while Ashley Fitzpatrick and Jubilee Oberlander were new applicants.

23
24 Tom Woelfel stated that he had been on the Recreation Advisory Committee for twenty years
25 now. Currently they were working on transforming Hedgehog Park and they appreciated the
26 Town's support for the projects.

27
28 Kevin Richard stated that he had been on the committee for fifteen years. They liked seeing new
29 faces.

30
31 Rick Murray stated that he had been on the committee for thirty years and was looking forward
32 to finishing Hedgehog Park and working on the Millville property.

33
34 Jubilee Oberlander stated that she had four children and was looking at this as a way to give back
35 since they really enjoyed the recreation programs in Salem.

36
37 Ashley Fitzpatrick stated that she was interested in joining because she had a young family and
38 thought this was a way to get involved.

39
40 Councilor Wright stated that she thought it would be helpful to have new blood on the
41 Recreation Advisory Committee.

42
43 **MOTION:** by Councilor Wright

44 *Move to appoint Tom Woelfel, Ashley Fitzpatrick, and Jubilee Oberlander to the Recreation*
45 *Advisory Committee to terms ending April 2029.*

1 Motion failed for lack of a second.

2
3 Chairman Bryant asked about the membership of the Recreation Advisory Committee.

4
5 Manager Devine answered that they had nine members plus representatives from the Town
6 Council and the School Board. There was also the volunteer group, Friends of Salem Recreation,
7 that was not part of the Town, but worked with the Recreation Advisory Committee to help out.

8
9 **MOTION:** by Councilor Stramaglia

10 *Move to appoint Tom Woeffel, Kevin Richard, and Rick Murray to the Recreation Advisory*
11 *Committee to terms ending April 2029.*

12 **SECOND:** by Councilor Stacey

13
14 Councilor Sweeney stated that it was great to have multiple applicants for positions compared to
15 having no residents interested in the past.

16
17 **VOTE:** 7-2-0

18 Motion passed with Councilor Wright and Councilor Bettencourt opposed.

19
20 **7. Second Read/ Adoption**

21 **a. Resolution No. 2026-08 – Proposed Establishment of Finance Committee**

22 Manager Devine stated that this was the second reading of the policy.

23
24 **MOTION:** by Councilor Sweeney

25 *Move that the Salem, NH Town Council adopts Resolution No. 2026-08. This Resolution shall*
26 *take effect upon its passage as follows:*

27 *Resolution #2026-08*

28 *Establish & Adopt Advisory Finance Committee*

29 *WHEREAS The Town Council of the Town of Salem is responsible for the fiscal stewardship*
30 *of the Town and the development of the Town's annual operating budget and financial*
31 *policies; and*

32 *WHEREAS The Town Council recognizes the value of structured financial review and public*
33 *transparency in the budget development process; and*

34 *WHEREAS The Town Council desires to establish a Finance Committee and adopt a policy*
35 *governing its membership, duties, and operations; and*

36 *WHEREAS The establishment of an advisory Finance Committee will provide the Town*
37 *Council with additional financial analysis, public engagement, and advisory recommendations*
38 *related to the Town's financial planning and annual operating budget; and*

39 *WHEREAS The Finance Committee will serve solely in an advisory capacity to the Town*
40 *Council and shall not exercise any authority reserved to the Town Council, Town Meeting, or*
41 *the voters of the Town.*

42 *NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT the*
43 *Town Council of the Town of Salem hereby establishes a Finance Committee to serve as an*
44 *advisory body to the Town Council on matters related to financial planning, fiscal policy, and*
45 *the Town's annual operating budget.*

46 **SECOND:** by Councilor Bettencourt

1 **VOTE: 9-0-0**

2 **The motion passed unanimously.**

3
4 **8. New Business**

- 5 **a. Police Department - Revote Grant Acceptance of \$38,097.40 for Total of**
6 **\$59,297.40 from NH Department of Safety for Mobile Data Terminals and**
7 **Equipment**

8 Manager Devine stated that the Town Council had voted to accept grant money for this purpose
9 in two installments. The State was asking the Town Council to vote on the entire total in one
10 motion.

11
12 **MOTION:** by Councilor Stacey

13 *Move that the Salem, NH Town Council, in a majority vote, had previously accepted the terms*
14 *of the Highway Safety Grant Agreement as presented in the amount of \$21,200.00, and now*
15 *the amended grant terms in the amount of \$38,097.40, for MDT/ECRASH Equipment as*
16 *presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of*
17 *\$59,297.40; and further authorize the Town Manager to sign any and all documents necessary*
18 *to effectuate this grant.*

19 **SECOND:** by Councilor Sweeney

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

21 **The motion passed unanimously.**

- 22
23 **b. Public Hearings – Applications for Tax Exemptions under Salem Commercial and**
24 **Industrial Property Tax Exemption Program**

- 25 **1. Public Hearing #1 - Application for Tax Exemption under the Salem**
26 **Commercial and Industrial Property Tax Exemption Program – Building**
27 **1300 Parking Garage – 24 Via Toscana – Map 108 Lot 12657 – Tuscan**
28 **Village Development LLC (Applicant)**

29 Chairman Bryant opened the Public Hearing at 7:37 PM.

30
31 Manager Devine stated that this was an application for a tax exemption. The packet had memos
32 from the Planning Director and the Town Assessor.

33
34 Colleen Mailloux, Assistant Town Manager, stated that the Town Council had adopted the
35 Commercial and Industrial Property Tax Exemption Program. Staff reviewed the application and
36 recommended reviewing the criteria first.

37
38 Manager Devine stated that the applicant was present as well.

39
40 Chairman Bryant asked if anyone from the public wanted to speak. There was no public
41 comment.

42
43 Ms. Mailloux stated that staff had determined that the parking garage was not a qualifying
44 structure because it did not meet the public benefit under Section 8.1, so they were
45 recommending that the application be denied.

1 Councilor Bettencourt asked for the definition of public benefit if it was defined in this case.

2
3 Ms. Mailloux stated that public benefit was defined as the project meeting two of the following
4 criteria: it enhances economic growth and increases the Town's tax base; creation of needed
5 services or facilities not currently available in Town; redevelop and revitalize commercial or
6 industrial area; prevent or eliminate blight; or retain local jobs, increase the local job base, and/or
7 provide diversity in the job base. She stated that staff determined that the parking garage did not
8 meet any of those criteria.

9
10 Councilor Pelletier stated that he recognized that the parking garage was for the benefit of the
11 residents. It was shared parking and if the garage was not built then the residents would be
12 parking elsewhere in the Tuscan development, reducing parking for the businesses. It would
13 cause the revenue from those businesses to be reduced.

14
15 Councilor Sweeney stated that he wanted to explain the program given the questions that he had
16 seen on social media and received. This would not exempt the taxes that Tuscan was currently
17 paying. If these applications were adopted, the Tuscan Village would pay all of the taxes they
18 were currently paying plus fifty percent of the taxes due for the assessment of this new
19 construction in the first year. It would gradually rise to paying the full 100% in year six. He
20 echoed Councilor Pelletier's point and stated that he would like to see this used for parking
21 garages throughout Salem. Surface lots were the least valuable properties in Salem while
22 stacking the parking increased the value. He saw the public benefit of the additional parking in
23 the Village. The program was more focused on bringing in jobs and that was not off the table.
24 Councilor Sweeney liked that they were drawing attention to the program with it being on the
25 docket. Hopefully it will get the word out. It was not a blank check, and they would still be
26 paying more in taxes. These were not taxes that the Town was counting on currently. He felt that
27 this was a good vehicle for bringing in new development. Councilor Sweeney stated that he
28 supported the request.

29
30 Councilor Bettencourt stated that he did not disagree with Councilor Sweeney, but he was
31 struggling with the criteria that they were working with. He did not see how this fits in with the
32 current structure of the program. Councilor Bettencourt stated that he felt that the staff read the
33 structure correctly.

34
35 Councilor Hatch asked if they would have a second hearing on this request.

36
37 Councilor Stacey stated that this was it.

38
39 Ms. Mailloux stated that unless the Council felt that they needed more information and wanted to
40 continue the hearing, this would be the discussion on the request.

41
42 Councilor Hatch stated that he wanted to hear from the requestor before he made his comments.

43
44 Mark Gross, Tuscan Village Development, stated that the language in the program allowed the
45 Town Council to include any other commercial development that they deemed appropriate in
46 order to apply the credits. The second part was the public benefit. Building 3000 had a shared

1 parking garage with the top three floors designated for use by the residents. They had to do
2 parking counts every year around Christmas. Seventy-eight out of the two hundred and twenty-
3 five spaces were used by the public during peak times. It was underutilized so more education
4 was needed. The residents also parked in the parking field instead of the garage so that they
5 could go in the back way. The parking garage would be a shared garage, and it had a public
6 benefit because anyone from the public could park there. The gross revenue and the net revenue
7 would be the same because the garage would not require many services.

8
9 Councilor Hatch stated that the Tuscan was applying for a tax exemption for a project that was
10 already approved by the Planning Board. He looked at this exemption as being for improving
11 areas. This was about the one lot rather than the whole Tuscan Development.

12
13 Mr. Gross stated that the garage in question had not been constructed yet, so it was new
14 construction. He did not know if that answered Councilor Hatch's question.

15
16 Councilor Hatch stated that they were heading down the right path. It was building something
17 new, but it was not taking something out. The question was if the Tuscan needed this parking
18 garage given that the other one was underutilized.

19
20 Mr. Gross stated that it was originally supposed to be for the residents and now it would be
21 shared so that anyone could park there.

22
23 Councilor Hatch stated that he went through the criteria. It was in the designated area, and he
24 could tie it to a commercial use. Councilor Hatch stated that where he had the issue was in the
25 public benefit section. This project was not adding jobs or preserving existing jobs. It added no
26 jobs at all. The next criteria was that it was adding to the tax base and he did not want to get into
27 that argument. The next criteria was addressing blight. That could be argued because the
28 buildings were torn down. The parking would be needed for the building. It was not providing
29 scarce amenities to the town. It might be providing more parking for Tuscan, but it was not for
30 the town, so it was not met. It was not revitalizing a commercial area. Councilor Hatch stated
31 that he did not feel that it met the criteria to receive the exemption.

32
33 Chairman Bryant closed the Public Hearing at 8:01 PM.

34
35 Councilor Withrow stated that she agreed with Councilor Hatch and this was a benefit
36 specifically for the Tuscan Village. She agreed with the staff. It was a private business benefit.

37
38 Councilor Stacey asked if it was tied to the Planning Board approval.

39
40 Ms. Mailloux stated that the documents included a fiscal analysis that was done when the
41 Planning Board granted a conditional use permit. The staff just wanted to be clear that when the
42 analysis was done, tax exemptions were not included because this had not been adopted at that
43 time.

44
45 Councilor Stacey stated that this benefited a private business. She could not see a public benefit
46 to it.

1 Councilor Withrow asked if it was resident-only parking or not because she had seen it written
2 both ways.

3
4 Manager Devine stated that he would check the application.

5
6 Councilor Sweeney stated that it said residents and members of the public.

7
8 **MOTION:** by Councilor Hatch

9 *Move that the Town Council denies the request for a tax exemption as the use is not a*
10 *qualifying structure and the Applicant has not demonstrated that the request provides a public*
11 *benefit in accordance with Section 8.1 of the Commercial and Industrial Tax Exemption*
12 *Program as noted in the staff memorandum dated March 30, 2026.*

13 **SECOND:** by Councilor Withrow

14 **VOTE:** 6-3-0

15 **The motion passed with Councilor Sweeney, Councilor Pelletier, and Chairman Bryant**
16 **opposed.**

17
18 **2. Public Hearing #2 - Application for Tax Exemption under the Salem**
19 **Commercial and Industrial Property Tax Exemption Program – Jewel**
20 **Buildings North– 21 Artisan Drive – Map 108 Lot 12659 – Tuscan Village**
21 **Development LLC (Applicant)**

22 Chairman Bryant opened the Public Hearing at 8:08 PM.

23
24 Manager Devine stated that this was an application for a tax exemption for 21 Artisan Drive.

25
26 Ms. Mailloux stated that the Jewel Buildings were two buildings on one lot. They were both
27 retail buildings. Staff felt that they were qualifying structures for the exemption. It met two of the
28 public benefit criteria.

29
30 Chairman Bryant asked if there was any public comment. There was none.

31
32 Councilor Withrow stated that she believed this proposal was approved before the exemption
33 went into effect.

34
35 Ms. Mailloux stated that was correct.

36
37 Councilor Withrow asked if that mattered.

38
39 Ms. Mailloux stated that the exemption needed to be granted before any construction began on
40 the project. Construction had not begun on the project.

41
42 Councilor Withrow stated that she believed it met the criteria; however, it was already in the
43 plans before the tax exemption program was approved. This program was for things that would
44 not happen otherwise, and this was going to happen either way.

1 Councilor Hatch stated that he had the same concern regarding the public benefit. It was creating
2 twenty-two jobs, but he was not sure if it was enough.

3
4 Councilor Bettencourt asked if the program required consideration of the number of jobs.

5
6 Ms. Mailloux answered no.

7
8 Councilor Bettencourt stated that they should go back and look at the requirements to see if they
9 should be updated. He felt that it met the current first two prongs as currently written so it should
10 be approved.

11
12 Councilor Sweeney stated that they needed to take into account the value when it was totally
13 built out was \$558,540. It was \$4,000 in tax revenue versus 22 jobs which started immediately. It
14 would be different if the value was higher. The scale seemed like a public benefit.

15
16 Councilor Hatch stated that this was definitely a commercial use. They had to deal with the
17 program the way that it was written currently. He believed that they should approve this
18 application.

19
20 **MOTION:** by Councilor Sweeney

21 *Move that the Town Council approves the request for a tax exemption as the buildings are*
22 *located within a qualifying area, are qualifying uses, and the Applicant has demonstrated that*
23 *it satisfies two public benefit criteria in accordance with Section 8.1 of the Commercial and*
24 *Industrial Tax Exemption Program as noted in the staff memorandum dated March 30, 2026.*

25 **SECOND:** by Councilor Pelletier

26 **VOTE:** 9-0-0

27 **The motion passed unanimously.**

28
29 Councilor Sweeney stated that he would like to look into making revisions to this to improve the
30 process.

31
32 Councilor Bettencourt stated that he would offer to help with this.

33
34 Chairman Bryant closed the Public Hearing at 8:17 PM.

35
36 **c. 2026 Town Resident Survey**

37 Manager Devine presented the results of the resident survey. The Town received 316 responses
38 which was a decent response given other surveys that had been done in town. Taxes were the
39 biggest challenge at 45% along with infrastructure and fiscal management. 60% of residents
40 were satisfied with Salem. The biggest thing people liked about the Town of Salem was the
41 convenient location followed by the quality of public safety services. When asked how the Town
42 should cover a budget shortfall, residents preferred increasing the tax base to increasing the tax
43 rate. Public safety followed by road maintenance and the school system as the most important
44 services. Most services received satisfied or very satisfied. The biggest thing that people were
45 dissatisfied about was traffic. The biggest thing to improve Salem was more sidewalks followed
46 by more recreation spaces. Public safety facilities were the most important capital projects to

1 residents. Most people were receiving their information through the internet. 83% of responses
2 would recommend Salem as a place to live. Affordability was the biggest concern from residents.
3 The survey gave them some information to use in planning for the future. Manager Devine stated
4 that he planned to do it again next year.

5
6 Councilor Bettencourt stated they should do it annually because it was good to get that feedback.
7 The responses were interesting and they could add some follow-up questions. There were a lot of
8 community events that were put on by nonprofits, but he was unsure how to get the word out
9 better than what they were already doing. They could refine the questions to get some more
10 specific responses.

11
12 Councilor Pelletier stated that he felt it was always better to get more revenue by adding more
13 businesses to offset the residential rate. He wanted to reduce property taxes on the elderly.

14
15 Councilor Withrow stated that people should see the tax rate breakdown and hoped that they
16 could spread that more.

17
18 Councilor Stacey stated that there was legislation in Concord to require that information to
19 appear on the tax bills in some format.

20
21 **d. Authenticate 2026 Charter Amendments**

22 Manager Devine stated that they needed to authenticate the 2026 Charter Amendments.

23
24 **MOTION:** by Councilor Sweeney

25 *Move that the Town Council votes to authenticate the Charter Amendments as authorized on*
26 *March 10, 2026, further noting that Charter Amendment #2 (Article #3) failed at the ballot;*
27 *and further to authorize the Town Council Chair to sign the Authentication Statement dated*
28 *April 6, 2026.*

29 **SECOND:** by Councilor Stacey

30 **VOTE:** 9-0-0

31 **The motion passed unanimously.**

32
33 **e. Town Manager Update/Questions from the Council**

34 Manager Devine stated that the Town used to use E-Code to update the Municipal Code, which
35 was a service that they had to pay for. They were now doing it in-house. It was live and they
36 could update it as soon as changes were made. The 2025 Equalization Ratio had a median ratio
37 of 70.5% and an equalization ratio of 67.8%. Anything below 80% meant that the town needed
38 to do an assessment update. There had been a rabies clinic in the past that was not run by the
39 Town, but the Lions Club declined to run it this year so there would not be one this year. Dogs
40 need to be registered by April 30th. The litter clean-up was finding a lot of illegal dumping going
41 on. The Town retained it's AAA bond rating again this year. The second million-dollar
42 contribution from the Tuscan Development towards public safety would come at the end of 2026
43 with the third and final contribution coming at the end of 2027.

44
45 Councilor Sweeney asked if E-Code would delete the old data now.

1 Manager Devine answered yes.

2
3 Councilor Stacey stated that she wanted to make people aware of the Armenian flag-raising
4 ceremony on Saturday at 10 AM at the Town Hall. She stated that she had received a suggestion
5 about having a lottery for local residents to determine who would be the first to drive over the
6 new bridge on Bridge Street once it reopened.

7
8 Councilor Hatch stated that he wanted people to understand that the late fee for dog licensing
9 was coming from the State not the Town Clerk. He asked if the dumping was happening on
10 specific roads.

11
12 Manager Devine stated that he was finding it around town.

13
14 Councilor Hatch stated that he suspected some of it was coming from other towns which charged
15 for mattresses.

16
17 Councilor Bettencourt asked if the renewal cited any reasons.

18
19 Manager Devine stated the reasons given.

20
21 Councilor Bettencourt stated that the lottery was a good idea. He asked about the status of the
22 progress.

23
24 Manager Devine stated that it was still on track.

25
26 Councilor Bettencourt stated that it would be great to have a breather for a year on Charter
27 Amendments.

28
29 Manager Devine stated that he was not aware of any amendments at this point, but it was only
30 April.

31
32 Councilor Bettencourt stated that they should talk with the Animal Rescue League about the
33 rabies clinic. He would also look into the dog license issue.

34
35 Councilor Stramaglia stated that they were having an issue with dog waste at the Town Forest.
36 People needed to clean up after their dogs, or they might ban dogs from the Town Forest.

37
38 Chairman Bryant stated that they would like to get updates from Town Committees a few times a
39 year. The Police Station was going well and still under budget. He asked where people could find
40 out about construction projects in town.

41
42 Manager Devine stated that it would be in the Planning Board Agendas. He could see if there
43 was a better way to communicate the information.

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

46 None

10. Upcoming Meetings

- April 20, 2026
- May 4, 2026
- May 18, 2026

ADJOURNMENT AT 8:52 P.M.**MOTION:** by Councilor Withrow***Move to adjourn at 8:52 PM.*****SECOND:** by Councilor Wright**VOTE:** 9-0-0**The motion passed unanimously.**Notes/minutes taken by: Jeremiah LamsonApproved: Town Council

Date Approved: _____

**CONSENT AGENDA ITEMS - TOWN COUNCIL
MEETING OF APRIL 20, 2026**

	<u>TYPE OF ITEM SIGNED</u>	<u>DATE SIGNED</u>	<u>SIGNATURE or VOTE</u>
1	Assessing - Release of Liens (various)	04/20/26	In Person
2	Finance - Utility Warrant - March	04/17/26	DocuSign
3	Finance - 2026 MS 232 for DRA	04/17/26	DocuSign
4	Donation-RSA 31:95(b), Community Services - \$1,000 from Rotary Club for Fishing Derby	04/20/26	Vote
5	Donation-RSA 31:95(b), PD - \$2,000 from American Legion for K9 Unit	04/20/26	Vote
6	Donation-RSA 31:95(b) - NH LCHIP \$325 Stewardship grant for Old Town Hall Project	04/20/26	Vote
7	Donation-RSA 31:95(e), Fire-\$25.00 Gift Card to Romanos from Chuck & Jane	04/20/26	Vote



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Finance Prepared by: Nicole McGee

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☐ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

Accept the bond sale for the third and final bond issuance for the police station construction project.

BACKGROUND:

On Tuesday, April 14th the Town bid an \$11.9 million bond and received eight bids. The lowest bid was from Robert W. Baird & Co., Inc. Salem received a true interest cost of 3.61% and a premium of \$828,286.

BUDGET IMPACT:

☐ No budget impact ☒ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST:

FUNDING SOURCE:

RECOMMENDATION / ACTION REQUESTED:

At Monday's Town Council meeting the Town Council must read the entire Resolution of the Governing Board and vote. The Resolution of the Governing Board contains all the motions necessary to execute the bond sale.

In addition to reading the Resolution of the Governing Board the Town Council will need to sign all the legal and bond documents as prepared by bond counsel.

ATTACHMENTS:

☐ Photos ☐ Contracts / Agreements ☐ Charts/Graphs ☐ Map
☒ Resolution ☐ Supplemental Reports ☒ Other



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

Resolution #2026-09
Resolution of Governing Board for Bond Sale

WHEREAS, Section 1.2 of the Town Charter vests in the Town Council the powers of the governing body; and

WHEREAS, the Town's Bond Counsel, Devine Millimet, requires a formal "Resolution of Governing Board" be read and signed by the governing body (Town Council).

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

The Salem Town Council votes to adopt the Resolution of Governing Board as required by bond counsel and reads the Resolution of Governing Board into the record.

SPONSORED BY CHAIR BRYANT BY REQUEST

First Reading: April 20, 2026

Second Reading: Waived

Approval: April 20, 2026

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

Approved: _____
Robert Bryant, Chair Town Council

A True Copy Attest: _____
Nicole Morse, Town Clerk

TOWN OF SALEM, NEW HAMPSHIRE
(the "Issuer")

RESOLUTION OF GOVERNING BOARD

The undersigned, at least a majority of the Town Council of the Issuer (the "Governing Board") and the Treasurer of the Issuer hereby certify (i) that a meeting of the Governing Board of the Issuer was held with respect to the issuance of the Bonds (defined below); (ii) that notice of said meeting was afforded to said officers and the public in accordance with the provisions of RSA 91-A, as amended, and the applicable rules and bylaws of the Issuer, if any; (iii) that at least a majority of the Governing Board were present throughout said meeting; (iv) that the following roll call votes were adopted at said meeting, all as being in the best interests of the Issuer; and (v) that the resolutions set forth below have not been repealed, amended or rescinded as of the date hereof:

VOTED: To authorize the issuance of \$11,210,000 General Obligation Bonds (the "Bonds") of the Issuer, which were heretofore authorized by the Issuer on March 12, 2024, such Bonds to be dated April 28, 2026;

VOTED: To sell said Bonds to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, redemption provisions, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof;

VOTED: To issue the Bonds in substantially the form set forth in Schedule B, attached hereto and made a part hereof;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to sign the Bonds or to have said signatures printed electronically or in facsimile on the Bonds and to affix the Issuer's seal thereto;

VOTED: To authorize the Treasurer to deliver the Bonds to the Purchaser against payment therefor;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a Tax Certificate, a Continuing Disclosure Certificate and IRS Form 8038-G in substantially the form presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Bonds in accordance with the foregoing; and

VOTED: To authorize U.S. Bank Trust Company, National Association to serve as Paying Agent with respect to the Bonds.

Dated as of this 28th day of April, 2026.

TOWN OF SALEM, NEW HAMPSHIRE

Issuer's Treasurer

Issuer's Governing Board

(Seal)

SCHEDULE B

FORM OF NOTE



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Town Manager **Prepared by:** Colleen Mailloux

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☐ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

This is a request for discontinuance of a portion of Old Route 97 (Old Haverhill Road) in the area of Map 75, Lots 7310, 7313, 7314 and 7315 in accordance with RSA 231:52

BACKGROUND:

In the late 1950s, NHDOT realigned and reconstructed Route 97 and portions of Old Haverhill Road were removed. In 1958, the State reclassified the former road from Class III to Class V and advised the Town that it could discontinue the road. From Town records, it does not appear that the road was ever discontinued at Town Meeting.

The property owner at 354 Main Street has requested that the Town formally discontinue Old Haverhill Road. The Town Council has the authority under RSA 231:52 and the Town Charter for laying out and discontinuing highways.

This request will clean up what appears to be a formality that was never properly documented when the Old Haverhill Road ceased to have a viatic use in 1958.

Attached to this Staff report are the request for discontinuance, as well as a 1957 plan from NHDOT showing the “proposed” Route 97 and the area of the old road that will be discontinued.

BUDGET IMPACT:

☒ No budget impact ☐ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: N/A

FUNDING SOURCE: N/A

RECOMMENDATION / ACTION REQUESTED:

Staff recommends that the Council vote to discontinue Old Haverhill Road. The following motion is suggested:

Motion to completely and absolutely discontinue that portion of Old Haverhill Road that existed prior to the layout of Route 97's relocation and reconstruction in 1958, such former layout running through Map 75, Lots 7310, 7313, 7314 and 7315.

ATTACHMENTS:

☐ Photos ☐ Contracts / Agreements ☐ Charts/Graphs ☒ Map
☐ Resolution ☐ Supplemental Reports ☒ Other

NOTE BOOKS (USE BOTTOM LINES FIRST)	
BOOK NO.	PAGE NO.
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "
BOOK NO.	PAGE NO.

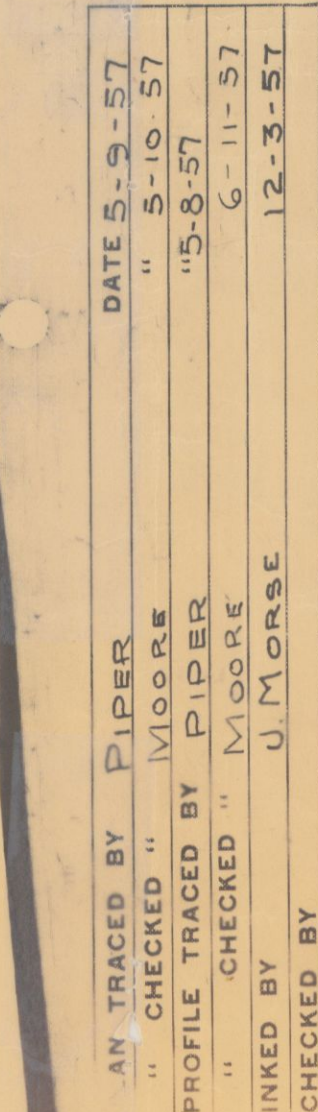
Blank manuscript page with horizontal ruling lines.

This image shows a blank, aged, cream-colored page, possibly an endpaper or flyleaf from an old book. The paper has a slightly textured appearance with some minor discoloration and faint horizontal ruling lines. There are no markings, text, or illustrations on the page.

[illegible]

REVISIONS AFTER PREPARED	
DATE	STA. TO

AM TRACED BY	PIPER	DATE 8-9-57
" CHECKED "	MORSE	" 8-10-57
PROFILE TRACED BY	PIPER	" 5-8-57
" CHECKED "	MORSE	6-11-57
LINKED BY	U. MORSE	12-3-57



P.I. = 34+66.15
 $\Delta = 11^{\circ}-40'$ RT.
D = $1^{\circ}-00'-02''$
T = 585.07'
L = 1,166.01'
R = 5,726.52'



SOULE, LESLIE, KIDDER, SAYWARD & LOUGHMAN

P.L.L.C. • ATTORNEYS AT LAW

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Tel: (603) 898-9776
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www.soulefirm.com

Lewis Soule (1924-1986)
Robert P. Leslie (1932-2017)
Bradley F. Kidder (1939-2000)

22 South Main Street
P.O. Box 908
Wolfeboro, N.H. 03894
Tel: (603) 569-8044
Fax: (603) 569-2137

March 17, 2026

Colleen P. Mailloux, AICP
Assistant Town Manager
Town of Salem
33 Geremonty Drive
Salem, NH 03079

RE: Old Road Discontinuance

Dear Ms. Mailloux:

Please be advised that we represent Salem Gateway Properties, LLC which is under contract to purchase 354 Main Street, Tax Map 75 Lot 7310 from PRM Auto / Salem, LLC. We have communicated with counsel for the seller who has indicated her consent to the request below.

Please consider this correspondence as a request to the Town Council to discontinue that portion of old Route 97 before it was relocated and rebuilt in the late 1950's. This section of road was released by the State of New Hampshire by correspondence to the Town dated August 5, 1958, a copy of which is attached hereto along with State plans as Exhibit A. Although the letter from the State indicates that the Town should discontinue that which was released by the State, we have not been able to find evidence that was accomplished. However, "local knowledge" indicates that the section of road in question has not existed for more than sixty years.

The only lots affected by this are as follows:

1. 354 Main Street
Tax Map 75 Lot 7310
2. 337, 339 and 346 Main Street
Tax Map 75 Lots 7315, 7314 and 7313

Page 2
March 17, 2026
Colleen P. Mailloux, AICP
Assistant Town Manager
Town of Salem

354 Main Street is encumbered by one mortgage. The remaining lots are under common ownership and are not encumbered. A notice list is attached hereto as Exhibit B.

Since there is not a plan recorded at the Registry of Deeds to which we could easily refer, our request is to have the Town Council discontinue that portion of the old Route 97 which was located on or used for access/egress to / from Tax Map 75 Lots 7310, 7313, 7314 and 7315. This may seem vague but because this section of road has not been available for use as a viable road for many decades, it would be difficult, if not impossible, to describe it with any accuracy.

We would appreciate a hearing before the Town Council as quickly as possible and would be glad to appear and explain if that would be helpful to the process.

Please do not hesitate to contact me with any questions.

Very truly yours,



Peter H. Bronstein

Phb;qt
Enclosure

EXHIBIT A

Q/R

August 5, 1958

To the Selectmen
of the
Town of Salem
New Hampshire

Gentlemen:-

Recently we have completed the reconstruction, Project 3-226(1), of portions of Route 97 in your town. The further occasion for the use of sections of the relocated highway has been investigated and it is not felt these will carry other than local traffic. For this reason I am reassigning these sections to Class V highways as provided for under the provisions of Chapter 229:13 RSA.

These sections are:

1. Between Station 13 + 00 and Station 18 + 50.
2. Between Station 19 + 00 and Station 25 + 00.
3. Hempstead Road (No. Main St.) Station 16 + 75 to the end of the State Aid Highway.

Should you also find no occasion for their use as town highways, the sections can be discontinued at your next regular Town Meeting. If they are retained in your town highway system, the sections will be added to your town road aid mileage which will proportionately increase the yearly allotment of town road aid to your town.

I have asked Mr. E. B. Hodgins, Division Engineer in your area, to visit you and answer any questions relative to this reclassification.

A plan of the relocated construction is enclosed.

Yours very truly,

John O. Morton,
Commissioner.

JOM/kb

c.c.

S.C. Otis, R/W Eng.

L.F. Johnson, Maint. Eng.

F.M. Auer, Planning & Economics Eng.

Mr. Hodgins, Div. Eng.

L.B. Morrill, Asst. Maint. Eng. Sign Shop

Salem S-226 (1) Route 97

6/27/58

Reclass from Class II (2) To Class IV (5)

1. On the Lt. Sta. 13+00 - Sta. 18+50
Bit. Surface Removed
2. on the Rt. Sta. 19+00 - Sta. 25+00
Abutments provided direct access
Bit. Surface Removed

Class 2 To Class 5

3. Hempstead Road @ 16+75 - To End of State Aid
(North Main St.)

$$23.35 = 16+75$$

$$\underline{23.50}$$

$$.15 \text{ miles}$$

From 13+00 on Lt. entire distance is cemetery
to end of SA.

O.K.
J.D.M.

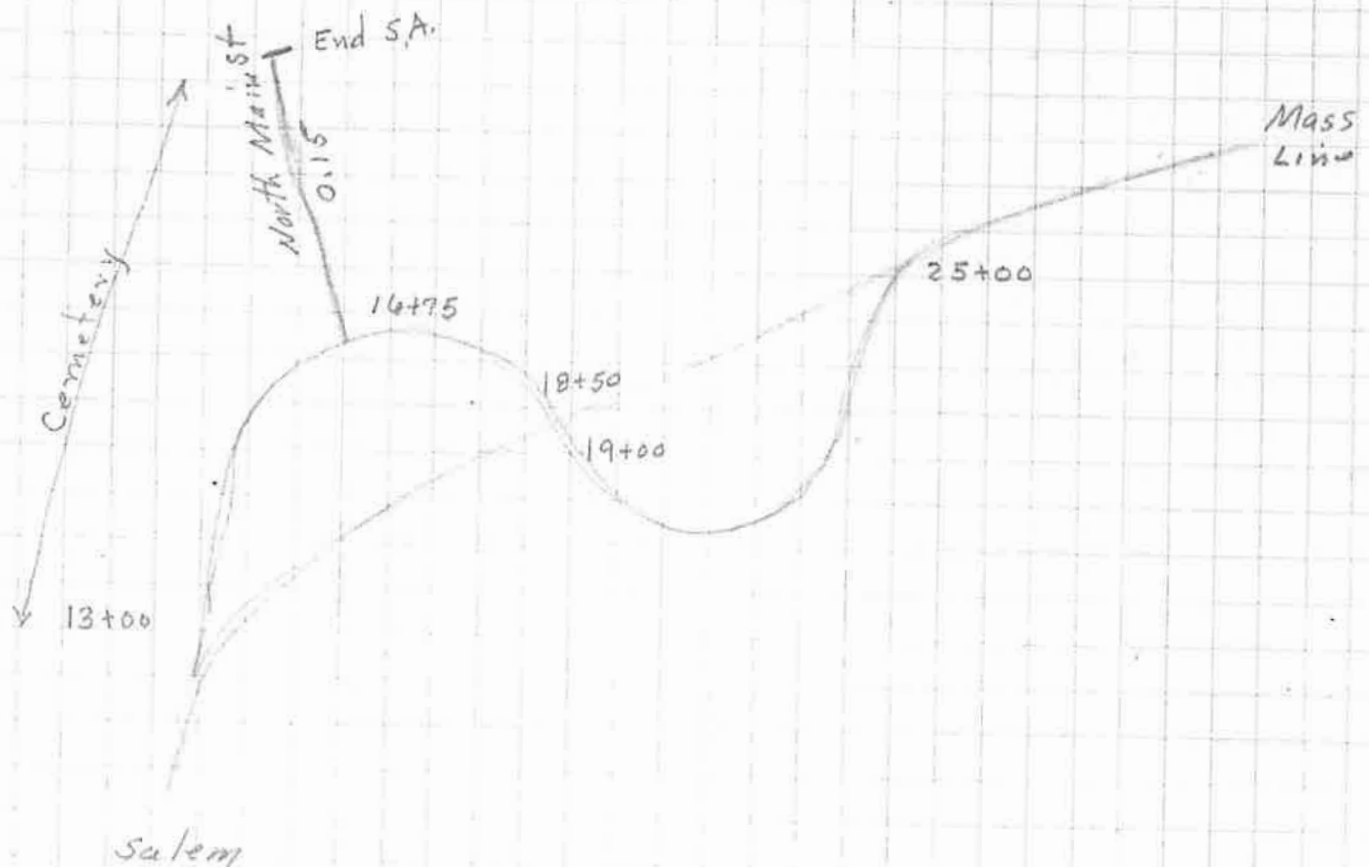


EXHIBIT B

NOTICE LIST

354 Main Street - Tax Map 75 Lot 731

Owner: PRM Auto/Salem LLC
300 Trade Center, Suite 7700
Woburn, MA 01801

Mortgage: The Huntington National Bank
7 Easton Oval – (EA4C20)
Columbus, Ohio 43219

337 Main Street – Tax Map 75 Lot 7315

339 Main Street – Tax Map 75 Lot 7314

346 Main Street – Tax Map 75 Lot 7313

Owner: Mary Ann Bell, Trustee
The Bell Living Trust
346 Main Street
Salem, NH 03079

Mortgage: None (from 3/25/1989 to 3/16/2026)



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Community Services

Prepared by: Jillian Smith

Town Council Meeting Date: 4.20.26

STAFF REPORT

PURPOSE:

☒ Information Only ☐ Discussion ☐ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

Provide the Town Council with updates on the new Community Services logo, the Boston Post Cane, and upcoming 250th Anniversary celebration events.

BACKGROUND:

The purpose of this update is to make the Town Council aware of key initiatives and programs planned for 2026 that may be of particular interest to the Council.

The Community Services Department is working to establish a unified logo to represent all divisions, replacing the multiple logos currently in use and creating a more consistent identity.

Regarding the Boston Post Cane, the Department will share information on the current recipient and outline plans to recognize this individual during Older Americans Month in May.

In addition, Community Services has developed a series of events scheduled from spring through the end of the year to celebrate and commemorate the 250th anniversary of America.

BUDGET IMPACT:

☒ No budget impact ☐ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: There is no cost to the General Fund or the Town's operating budget associated with these initiatives.

FUNDING SOURCE: Any applicable costs will be supported using revolving funds and/or sponsorships.

RECOMMENDATION / ACTION REQUESTED:

None.

ATTACHMENTS:

☐ Photos ☐ Contracts / Agreements ☐ Charts/Graphs ☐ Map
☐ Resolution ☐ Supplemental Reports ☐ Other



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2040

Item #:

Department: MBAC Committee

Prepared by: Nicole McGee/James Pacheco

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☒ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

The Municipal Building Advisory Committee (MBAC) has completed a six-year facilities master plan for town facilities. We intend to present it to the Town Council and seek their guidance and support.

BACKGROUND:

MBAC's purpose is: "to create a plan and/or strategy for the coordination of specific investments for capital improvements and general maintenance of key town buildings and properties..." this plan accomplishes general purpose of MBAC.

BUDGET IMPACT:

☒ No budget impact ☐ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: N/A

FUNDING SOURCE: N/A

RECOMMENDATION / ACTION REQUESTED:

Request feedback from the Town Council and, if deemed appropriate, formal acceptance of the report. Upon acceptance, the plan will be incorporated into the Town's capital improvement plan, where applicable, and will serve as a guiding document for budgeting and planning future building projects in subsequent fiscal years. Please note that the cost estimates provided are intended solely to convey the general scale of each project and are not based on formal quotations.

ATTACHMENTS:

☐ Photos ☐ Contracts / Agreements ☐ Charts/Graphs ☐ Map
☐ Resolution ☒ Supplemental Reports ☐ Other

Town of Salem - Municipal Building Advisory Committee
Six Year Facilities Master Plan

Facility Name	2027	Est. Cost	2028	Est. Cost	2029	Est. Cost	2030	Est. Cost	2031	Est. Cost	2032	Est. Cost
Alice Hall (BCI #59)			Security System	unknown	Upgrade Windows and Siding	\$75,000						
Central Fire Station (BCI #61)							Roof Repairs / Replacement above Apparatus Bays	\$200,000	Repaving of Front Parking Lot	\$65,000		
Courthouse (BCI #54)	Finish Carpet Replacement on First Level	\$14,000	Security System	unknown			Front Entrance Concrete Work Project (Engineering)	\$50,000				
	ADA Compliance Study - Possible Grant Funds)	\$10,000			Paint Main Foyer	\$15,000			Front Entrance Concrete Work Project (Construction)	\$350,000		
					Replace Carpet in Basement	\$30,000			Replace Fire Alarm System	\$101,997		
Hose House (BCI #52)			Security System	unknown								
Millville Circle Recreation Building (BCI #6)			Demolish of Building including Abatement	\$55,000								
Municipal Services Complex -Main (BCI #38)	Phase II Revert Temporary Police Station to MSD use.	\$1,500,000										
Municipal Services Complex - Out Buildings (BCI #68)												
North Fire Station (BCI #62)	Replace Septic System	\$60,000	Install Security Cameras	\$10,000	Roof Replacement	\$150,000						
			Upgrade Interior Lighting	\$20,000								
			Upgrade Card Security Access	\$8,000								

Town of Salem - Municipal Building Advisory Committee
Six Year Facilities Master Plan

Facility Name	2027	Est. Cost	2028	Est. Cost	2029	Est. Cost	2030	Est. Cost	2031	Est. Cost	2032	Est. Cost
Old Town Hall (BCI #68)	ADA Ramp (grant option?)	\$6,000	Security System	unknown			Convert Heating from Oil to Propane	\$60,000			Roof Replacement	\$100,000
	Chimney Repairs	\$23,000										
Palmer School (BCI #38)			Re-evaluate Future Use of Building	unknown								
Parks Building (BCI #43)			Security System	unknown								
Pine Grove Cemetery (BCI #34)	Upgrade Electrical Panel	\$8,000	Security System	unknown	HVAC/ Fresh Air System	\$35,000					Additional Garage Bays, storage and Office Space	\$300,000
Police Station	New Building - Maintenance only											
School House #5 (BCI #48)			Security System	unknown							Roof Replacement	\$20,000
Senior Center (BCI #53)	Repair Concrete Damage on Walkways and Ramp and Install Bollards	\$10,500	Security System	unknown	Replace HVAC System	\$800,000	ADA Upgrades	\$25,000	Siding/ Windows	\$300,000	Roof Replacement	\$400,000
	Conduct HVAC Study & Design	\$15,500	Lighting Upgrade	\$30,000							Floor Replacement	\$120,000
											Spray Foam Issue in Attic	\$20,000
South Fire Station (BCI #36)	Future Replacement	\$8,500,000	No major improvements scheduled at this time									

Town of Salem - Municipal Building Advisory Committee
Six Year Facilities Master Plan

Facility Name	2027	Est. Cost	2028	Est. Cost	2029	Est. Cost	2030	Est. Cost	2031	Est. Cost	2032	Est. Cost
Town Hall (BCI #47)	Exterior Paint	\$7,500	Exterior Concrete Work at Entrances, Include Replacing North Stair Landing	\$35,000	Roof Consultant and Replacement	\$450,000	Renovate Lunch Room	\$60,000	Replace RTU Units	\$465,000	Update Elevator	\$200,000
	Exterior Lighting Upgrades	\$3,000	Winterizing Windows (Resealing)	\$10,000	Replace Mechanical Room Exterior Door	\$20,000	Renovate Town Managers / Town Council Office Area	\$40,000			Repoint Chimney	\$10,000
			Front Entrance ADA Access Project (Possible ADA Grant)									
			Install Additional Gutters	\$5,000	Replace Carpet in Knightly Room	\$10,000						
Town Wide	Security System Audit (Security Consultant)	\$40,000	Security System (Town wide cost estimate)	\$150,000								
Train Depot (BCI #64)	Carpet Replacement	\$8,500	Security System	unknown			Replace Patio Block Stairwell	\$45,000				
Transfer Station (BCI #31)	Replace Garage Doors	\$60,000	Exterior Repairs	\$35,000	Upgrade Fire Alarm System	\$30,000	Water Connection	\$180,000	Trailer Replacement	\$60,000		
			Security System	unknown								
Water Treatment Plant (BCI #53)	Carpet Replacement	\$25,000	Security System	unknown	Renovation to WTP to address PFOA and PFOS (May need to move to 2028 - pending additional EPA comments)	\$30,000,000						
Yearly Totals		\$10,291,000		\$358,000		\$31,615,000		\$660,000		\$1,676,997		\$1,170,000
CIP Only		\$10,000,000		\$150,000		\$650,000		\$880,000		\$1,265,000		\$900,000
Operating Budget		\$250,500		\$208,000		\$255,500		\$255,000		\$125,000		\$371,997
Water Enterprise		\$25,000		\$0		\$30,000,000		\$0		\$0		\$0
		\$10,275,500		\$358,000		\$30,905,500		\$1,135,000		\$1,390,000		\$1,271,997
CIP Project												



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Town Manager/Community Services

Prepared by: Colleen Mailloux

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☐ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

Request for the Town Council to authorize Staff to explore concepts for potential multi-purpose fields at the former Wastewater Treatment Facility site on Sarl Drive.

BACKGROUND:

In 2025, the Community Development Department, Community Services Department and the Recreation Advisory Committee completed Phase 1 of a Recreation Master Plan which inventoried existing recreation resources in Town, identified recreation needs, and developed conceptual plans for potential recreation uses at three sites in town (73 Lawrence Road, Millville, and Little Saugus Field). Though each of the sites examined has potential for a variety of recreational uses, there was limited potential for the development of multi-purpose fields at these locations. Multi-purpose (rectangular) fields were identified in the plan are an area where Salem is currently under provided.

The 32 acre former Wastewater Treatment Facility site on Sarl Drive (Map 143, Lot 9475) was not evaluated in the recreation master plan. Staff would like explore a conceptual evaluation of the property to determine the feasibility of creating fields and associated parking. At this time the cost and funding source for this conceptual evaluation is under review. Staff is seeking concurrence from the Council that it is supportive of exploring the potential of the Sarl Drive property for recreational uses.

BUDGET IMPACT:

☐ No budget impact ☐ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: To be determined.

FUNDING SOURCE: To be determined.

RECOMMENDATION / ACTION REQUESTED:

Motion to authorize Staff to explore the potential development of the Sarl Drive property for recreational uses.

ATTACHMENTS:

☐ Photos ☐ Contracts / Agreements ☐ Charts/Graphs ☒ Map
☐ Resolution ☐ Supplemental Reports ☐ Other

**Property Information**

Property ID 11471
Location S BROADWAY
Owner TOWN OF SALEM

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Salem, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 04/07/2026
Data updated 3/01/2026

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Town Manager's Office

Prepared by: Joseph R. Devine

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☐ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

The Town Council is being asked to approve a three-year lease extension with the New Hampshire Department of Administrative Services, Bureau of Court Facilities, for continued occupancy of space within the Salem Courthouse, with a structured rent schedule including a 0% increase in Year 1 and 3% increases in Years 2 and 3.

BACKGROUND:

As part of the Town's ongoing efforts to effectively manage and maximize the use of municipally owned facilities, staff have negotiated a three-year lease extension with the New Hampshire Department of Administrative Services, Bureau of Court Facilities. The leased premises consist of approximately 21,480 square feet within the Salem Courthouse at 35 Geremonty Drive, which supports multiple state-operated court functions.

This extension maintains all existing lease terms and conditions, with no operational changes, and modifies only the rental rate structure. The proposed agreement includes a 0% increase in the first year to maintain stability, followed by modest 3% increases in Years 2 and 3.

This lease extension will generate \$1,359,569.82 in gross revenue over three years. While the Town is responsible for facility operations and maintenance, the lease revenue substantially offsets these costs and contributes positively to the General Fund. The structured rent schedule provides stable annual revenue with incremental growth, increasing by approximately \$26,787.66 over the duration of the agreement. The per-square-foot rate increases from \$20.48 to \$21.72, reflecting a measured adjustment aligned with market conditions while maintaining long-term tenancy.

This approach is consistent with prior Council direction to implement predictable, incremental rent adjustments aligned with market conditions while maintaining strong intergovernmental partnerships.

BUDGET IMPACT:

☐ No budget impact ☒ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: N/A (Revenue-generating lease agreement)

FUNDING SOURCE: Lease revenue – General Fund



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

RECOMMENDATION / ACTION REQUESTED:

"I move that the Salem Town Council approve the three-year lease extension agreement between the Town of Salem and the New Hampshire Department of Administrative Services, Bureau of Court Facilities, for approximately 21,480 square feet of space located at 35 Geremonty Drive, Salem, NH, for a term beginning July 1, 2026, and ending June 30, 2029, with annual rents of \$439,862.10 in Year 1, \$453,057.96 in Year 2, and \$466,649.76 in Year 3 and authorize the Town Manager to sign the lease on behalf of the Town of Salem."

ATTACHMENTS:

- | | | | |
|-------------------------------------|--|--|------------------------------|
| ☐ Photos | ☒ Contracts / Agreements | ☐ Charts/Graphs | ☐ Map |
| ☐ Resolution | ☐ Supplemental Reports | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT**

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Landlord Initials: _____

Date: _____

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Landlord Initials: _____
Date: _____

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Landlord Initials: _____
Date: _____

ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion regarding lease issued by State of New Hampshire “Architectural Barrier-Free Design Committee”.
2. Certificate of Insurance issued by landlord’s insurance provider documenting provision of coverage required under the lease (section 15).
3. “Vendor Number” assigned to landlord by the Bureau of Purchase and Property; number must be provided prior to lease submittal to Governor and Executive Council.

SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. “Demise of Premise” floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
 - a. Provide plans specifying the extent of the Premises designated for the Tenant’s Exclusive use, as well as any “shared” space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plans shall show the location of the demised premises within the building to which it is a part, depiction of the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
 - b. In the instance provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. Illustrate and/or note all parking spaces designated for the Tenant’s exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirement for the Premises and/or the building to which the Premises is a part.
2. “Design-Build” floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each:
 - a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
 - i. Tenant’s “Design-Build floor plan(s)”
 - ii. Tenant’s “Design-Build Fit-Up Specifications”
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distrusted to:
 - a. Tenant
 - b. Landlord
 - c. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State “Certificate of Good Standing” (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a “CGS”.
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a “CVA”.

Landlord Initials: _____
Date: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT**

STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this _____ day of _____, 2026, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Town of Salem

(Individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 33 Geremonty Drive

Street Address (principal place of business)

<u>Salem</u>	<u>NH</u>	<u>03079</u>	<u>(603) 890- 2150</u>
City	State	Zip	Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: Department of Administrative Services, Bureau of Court Facilities

Address: 25 Capitol Street

Street Address (official location of Tenant's business office)

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-7977</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 1st floor and lower level floor of 35 Geremonty Drive

(street address, building name, floor on which the space is located, and unit/suite # of space)

<u>Salem</u>	<u>NH</u>	<u>03079</u>	
City	State	Zip	

The demise of the premises consists of: approximately 21,480 square feet of space

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the _____ 1st day of July, in the year 2026, and ending on the _____ 30st day of June, in the year 2029, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: _____

Date: _____

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 3 year(s) commencing on the 1st day of July, in the year 2026, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) n/a Additional term(s) of n/a year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:

(*insert month, date and year*) July 1, 2026

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: _____

Date: _____

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: The Tenant shall be responsible for the direct payment of all data and telecommunications services.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: _____

Date: _____

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

10th Circuit – District Division – Salem .

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: _____

Date: _____

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: _____

Date: _____

- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc.:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: _____

Date: _____

9. Manner of Work, Compliance with Laws and Regulations: All new construction, renovations and/or alterations to existing buildings, hereinafter known as “work” shall conform to the following:

All work, whether undertaken as the Landlord’s or Tenant’s responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute’s building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a “certificate of occupancy” is required shall obtain the “certificate” from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant’s design intent floor plans, specifications, and schedules; which together shall be called the “Tenant’s Design-Build Documents”. The Tenant’s finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 Barrier-Free Accessibility: No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 “Minimum Requirements” (for new construction).

9.2 Work Clean Up: The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 State Energy Code: New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 Alterations, etc.: The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. New construction, Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant’s Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord’s responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: _____
Date: _____

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: _____
Date: _____

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

15. **Insurance:**

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 Acts or Omissions of Landlord: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 Landlord's Failure to Perform Obligations: On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 Tenant's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or

Landlord Initials: _____

Date: _____

omissions of the Tenant's servants or employees. 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.

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: _____

Date: _____

19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. Hazardous Substances:

20.1 Disclosure: The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 Maintenance/Activity Compliance: In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 Action to Remove/Remediate: The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 Non-Permitted Use, Generation, Storage or Disposal: The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 Asbestos:

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 Material Safety Data Sheets (MSDS)

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: _____

Date: _____

- 21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
- 22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
- 23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.
- 23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.
- LANDLORD'S PROPERTY MANAGEMENT CONTACT:
Name: Joseph R. Devine, Jr
Title: Town Manager
Address: 33 Geremonty Drive, Salem, NH 03079 | Phone: (603) 890-2120 |
Email Address: jdevine@salemnh.gov |
- 23.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.
- TENANT'S CONTACT PERSON:
Name: Brian G. Young
Title: Assistant Administrator, Bureau of Court Facilities
Address: 25 Capitol Street, Concord, NH 03301 | Phone: (603) 271-7977 |
Email Address: Brian.G.Young@das.nh.gov |
- 24. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**
- 25.1 Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.
- A)** The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 25.2 Discrimination:** During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 25.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for

Landlord Initials: _____
Date: _____

the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

28.1 Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 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.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: _____
Date: _____

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: *(full name and title)* Charles M. Arlinghaus, Commissioner

Signature

LANDLORD: *(full name of corporation, LLC or individual)* Town of Salem

Authorized by: *(full name and title)* _____

Signature

Print: _____

Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: _____ COUNTY OF: _____

UPON THIS DATE *(insert full date)* _____, appeared before
me *(print full name of notary)* _____ the undersigned officer personally
appeared *(insert Landlord's signature)* _____
who acknowledged him/herself to be *(print officer's title, and the name of the corporation)* _____
_____ and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. *(provide notary signature and seal)*

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: _____

Approving Attorney: _____

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: _____
Date: _____

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: **Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.* ||

RENTAL SCHEDULE

The Premises are comprised of approximately 21,480 square feet of space as set forth in Section 2 herein. This space is comprised of both courtroom and general office space which shall be billed under the square foot costs as set forth below. The rent due for the Premises during the three-year term shall be as follows.

The Tenant's rental payments shall be due and payable in accordance with the following:

Office/Courtroom Space: 21,480 sq. ft.:

Year	Lease Dates	Approximate Square Foot Cost (21,480 sq. ft.)	Total Monthly Rent	Total Annual Rent	Annual Increase
1	7/1/26 – 6/30/27	\$20.48	\$36,655.18	\$439,862.16	0%
2	7/1/27 – 6/30/28	\$21.09	\$37,754.83	\$453,057.96	3%
3	7/1/28 – 6/30/29	\$21.72	\$38,887.48	\$466,649.76	3%
Total for Three Year Term				\$1,359,569.88	
<i>Annual rent has been rounded to the nearest whole number divisible and payable by twelve equal monthly payments</i>					

Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.* ||

There are no additional costs.

Landlord Initials: _____

Date: _____

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant. The cost shall be included in the "rent" set forth in "Exhibit A" herein.

The Landlord shall assume responsibility and pay for all janitorial services to the premises. The scope of services to be provided by the Landlord include, but are not limited to, the following:

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. **HOURS OF SERVICE:** All janitorial work is to be performed outside of Tenant's regular business hours.
- 1-04. **DEFINITIONS OF SERVICES:**
 - A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. **Floor-Dry-Cleaning** - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. **High Dusting** - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.

Landlord Initials: _____

Date: _____

- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning – Three acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.
- c. Thoroughly vacuum to remove surface particles, pretreat with suitable stain remover as needed. Shampoo with “Rug Doctor” or equivalent rotary broom and solution type machine.

- 1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD’s equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose
 Soap, toilet (Floating White)
 Soap, toilet, powder - Plain and with Borax
 Sweeping Compound
 Polish - Metal
 Wax, Floor, Water Emulsion - or TENANT approved substitute
 Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
 Waste Container Liners (plastic)
 Remover, Water Emulsion Type Floor Wax

B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

- 1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD’s stored supplies, materials or equipment kept throughout the buildings in janitor’s closets; or the LANDLORD’s employees’ personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

Landlord Initials: _____

Date: _____

1-07. LANDLORD QUALIFICATIONS:

Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-11. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

Landlord Initials: _____

Date: _____

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

Landlord Initials: _____

Date: _____

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights – Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

- 1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.
- 1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.
- 1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.
- 1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit C Part IV "Recycling" of the Agreement herein.

Landlord Initials: _____
Date: _____

**Exhibit B Continued:
FREQUENCIES OF JANITORIAL SERVICES**

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL
SERVICE						
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff (As Requested)						
Strip and re wax main corridors and public areas					X	
Scrub and apply one coat of wax (As Requested)						
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)						X
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Diffusers: Damp Clean						X
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X				
Waste Receptacles						
Empty waste Receptacles	X					
Wash waste Receptacles				X		
Mat Cleaning	X					
Exterior Doors						
Class Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning – Interior and Exterior						X
Removal and replacement of window screens as necessary				N/A		
Skylight clean (if applicable)				N/A		
Window covering						

Landlord Initials: _____

Date: _____

Clean and re-hang					N/A	
Carpet Cleaning						X
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
Recycling		X				

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials: _____
Date: _____

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

Court facilities are exempt from the ABFDC letter of opinion requirements.

Part II **Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.**

The Landlord shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the above mentioned requirements, Landlord will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and Landlord shall bear the cost of re-testing and repair required.

1. Definitions:

- a) "Initial lease" means the lease of space within a building, executed on behalf of a state agency when no prior lease for the rental of that particular space by the agency exists.
- b) "Office space" means an area within a building occupied for four (4) or more hours each workday by one or more state employees whose primary functions include supervision, administration, clerical support, retail sales, or instruction. "Office space" does not include laboratories, vehicle repair facilities, machine shops, or medical treatment areas, and does not include any other areas where the department determines that the air quality contaminants created by the activity in the area are appropriately regulated by other state or federal authorities.
- c) "Owner or operator" means the builder, seller, lessor, donor, or the donor's executor of a building, or portion of a building, which is leased, rented, sold or bequeathed to, or which will be or has been built for, the state for use as office space.
- d) "Previously certified space" means an office space that was demonstrated to have passed the air quality tests subsequently described in this section when it was leased by the state for the first time.
- e) "Renewal lease" means the agency's previous lease has expired and a new lease agreement for the same space has been agreed upon.
- f) "Short-term lease" means a lease for any building area less than or equal to one year in duration.
- g) "Small space" means any leased building area whose total net usable square footage is equal to or less than 1,000 square feet.

2. An owner or operator who is leasing office space to the state shall demonstrate compliance with the following clean air industry standards if the space is:

- a) A space not previously occupied by the State requiring complete testing as specified; or
- b) A previously certified space subject to a renewal lease requiring modified testing; or

Landlord Initials: _____

Date: _____

- c) A small space or area within a building whose total net usable square footage is equal to or less than 1,000 square feet, occupied for less than four (4) hours each workday by one or more state employees, shall be exempt from clean air testing standards.
3. Required tests and indoor air standards:
- a) Sampling and Analysis – General:
- Samples shall be collected by or under the direction of a certified industrial hygienist or an individual who is accredited by the American Board of Industrial Hygiene.
 - Samples to be tested for asbestos and formaldehyde shall be analyzed by laboratories accredited by the American Industrial Hygiene Association.
- b) Ventilation:
- Standard:** The ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.
- c) Noise Testing:
- All state tenant noise sources turned off; such as printers and copiers; and
 - Air handling systems in operation.
 - Standard: Noise levels shall not exceed:

Frequency (Hz)	Noise Level (dBA)
63	67
125	60
250	54
500	49
1000	46
2000	44
4000	43
8000	42

- d) Radon Testing:
- Standard: The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.
 - Radon testing shall be done on the lowest level that will be occupied as office space.
 - If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space.
 - Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the national Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA.
 - Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol.
- e) Formaldehyde Testing:
- Standard:** The maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.
- f) Asbestos Testing:
- Standard:** The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in “Asbestos and Other Fibers by PCM: Method 7400, Issue2” NIOSH Manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94.
 - Office space that will be subject to a renewal lease shall be retested for asbestos except when the owner or operator can document that either:
 - The building or space has been previously certified as asbestos-free by the building contractor; or
 - The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.
- g) Carbon Dioxide Testing:

Landlord Initials: _____
Date: _____

- i. **Standard:** The maximum allowable concentration of carbon dioxide shall be:
 - 800 parts of carbon dioxide per million parts of air in unoccupied office spaces; or
 - 1,000 parts of carbon dioxide per million parts of air in occupied office spaces.
 - h) Carbon Monoxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon monoxide shall be five (5) parts of carbon monoxide per million parts of air.
 - ii. Carbon monoxide testing shall be conducted with the heating, ventilating, and air conditioning system on.
4. Modified tests and indoor air standards:
 - a) A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.
5. Certification of Clean Air Standards
 - a) The owner or operator shall certify the quality of the indoor air present in a building, or portion(s) of a building to be used as office space.
 - b) Certification by the owner or operator shall be deemed complete upon written receipt by the department of one of the following two statements:
 - i. "I hereby affirm that sampling and analyses conducted were performed in accordance with the best professional practice and that all tests were within normal limits"; or
 - ii. "I hereby affirm that sampling and analysis conducted were performed in accordance with best professional practice and that all tests were not within normal limits."
 - c) The owner or operator shall attach a copy of all test results as described above to the written statement completed in 8.8.3.2 above.
6. Waiver Procedure:
 - a) An owner or operator has an option to request a waiver by providing an explanation of why they cannot meet the air testing standards as described in Part II, 3 above.
 - b) The State of New Hampshire reserves the right to grant/not grant an exemption.

The Tenant shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the above mentioned requirements, Landlord will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and Landlord shall bear the cost of re-testing and repair required. n/a

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No renovations anticipated for this agreement.

Part IV Recycling: *The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.*

The Landlord shall recycle "waste products for which markets are available," in the secure zone of the courthouse. The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers.

Part V Energy Conservation: *The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.*

N/A

Landlord Initials: _____
Date: _____

**EXHIBIT D
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

N/A

Landlord Initials: _____
Date: _____



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

Item #:

Department: Town Manager's Office

Prepared by: Joseph R. Devine

Town Council Meeting Date: April 20, 2026

STAFF REPORT

PURPOSE:

☐ Information Only ☐ Discussion ☒ Action Requested ☐ Public Hearing

BRIEF SUMMARY:

The Town Council is being asked to approve a three-year lease agreement with the New Hampshire Department of Corrections for approximately 100 square feet of space within the Salem Courthouse, with a structured 2% annual rent increase.

BACKGROUND:

As part of the Town's ongoing management of municipally owned facilities, staff has negotiated a three-year lease agreement with the New Hampshire Department of Corrections for use of approximately 100 square feet of space at 35 Geremonty Drive. The space is utilized as a District Office supporting probation and parole services.

The proposed lease maintains all standard terms and conditions, including the Town's responsibility for utilities, janitorial services, and general building maintenance. The agreement includes consistent 2% annual rent increases over the three-year term, providing predictable and modest revenue growth.

Per the lease schedule (Exhibit B), the annual rental structure is as follows:

- Year 1 (FY2027): \$1,634.28 annually (\$136.19/month) – 2% increase
- Year 2 (FY2028): \$1,666.92 annually (\$138.91/month) – 2% increase
- Year 3 (FY2029): \$1,700.16 annually (\$141.68/month) – 2% increase

This lease will generate a total of \$5,001.36 in revenue over the three-year term. While the Town remains responsible for facility operations and maintenance, the lease provides a stable tenant and contributes toward offsetting ongoing building costs.

Although limited in size, this agreement ensures efficient utilization of available space within the courthouse and supports continued collaboration with a key state partner providing public safety services.

BUDGET IMPACT:

☐ No budget impact ☒ Within approved budget ☐ New expenditure ☐ Grant-funded

ESTIMATED COST: N/A (Revenue-generating lease agreement)

FUNDING SOURCE: Lease revenue – General Fund



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2120 · FAX: (603) 890-2220

RECOMMENDATION / ACTION REQUESTED:

I move that the Salem Town Council approve the three-year lease agreement between the Town of Salem and the New Hampshire Department of Corrections for approximately 100 square feet of space located at 35 Geremonty Drive, Salem, NH, for a term commencing July 1, 2026, and ending June 30, 2029, with annual rents of \$1,634.28 in Year 1, \$1,666.92 in Year 2, and \$1,700.16 in Year 3, and further authorize the Town Manager to execute all documents related to this lease.

ATTACHMENTS:

- | | | | |
|-------------------------------------|--|--|------------------------------|
| ☐ Photos | ☒ Contracts / Agreements | ☐ Charts/Graphs | ☐ Map |
| ☐ Resolution | ☐ Supplemental Reports | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
OPERATING LEASE FOR TOTAL COST BELOW
THRESHOLD REQUIRING GOVERNOR AND COUNCIL APPROVAL**

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Town of Salem

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 33 Geremonty Drive

Street Address *(principal place of business)*

Salem

City

New Hampshire

State

03079

Zip

603-890-2000

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: New Hampshire Department of Corrections

Address: P.O. Box 1806, 64 South Street

Street Address *(official location of Tenant's business office)*

Concord

City

New Hampshire

State

03302

Zip

603-271-5000

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 35 Geremonty Drive

(street address, building name, floor on which the space is located, and unit/suite # of space)

Salem

City

New Hampshire

State

03079

Zip

The demise of the premises consists of 100 Square Foot Room

(provide square footage of the leased space, and attachment of a floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairwells, and elevators necessary for access thereto, and the lavatories nearest thereto. Exhibit A, attached hereto and made part of hereof, provides an accurate floor plan depicting the demised premises.

3. Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Term: TO HAVE AND TO HOLD for a term (the "Term") of one (1) Years(s), commencing on the 1st day of July, in the year 2026, and ending on the 30th day of June, in the year 2029, unless sooner terminated in accordance with the Provisions hereof.

3.2 Delay in Occupancy and Rental Payment Commencement: If for any reason the Landlord shall be unable to deliver possession of the Premises on the date set for commencement of the term, the Tenant shall have the option to either terminate this agreement with no further obligation by either party, or to delay occupancy and correlating

Landlord Initials: _____

Date: _____

commencement of rental payment until such reasonable time the Premises are ready for occupancy. In the instance of Tenant granting delayed occupancy, documentation shall be provided noting the revised occupancy and termination dates of the agreement, and any changes to the Schedule of Payments included and attached hereto as "Exhibit B".

3.3 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) one (1) Additional term(s) of one (1) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.4 Conditions on the Commencement and Extension of Term: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the State of New Hampshire Department of Administrative Services Commissioner, or the Commissioner's authorized Designee, and in the event said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter referred to as "Rent") of \$5,001.36 payable in advance at the Landlord's address set forth in Section 1 above, in twelve (12) equal monthly installments of \$136.19. The first such installment shall be due and payable on the following date: (*insert month, date and year*). July 1, 2026. The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made in part hereto and attached herein as "Exhibit B".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State-owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities, indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit E" herein.

☐ ~~The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities, which the Landlord will provide with no reimbursement payment from the Tenant, shall be listed in the space below:~~
Exceptions: _____

OR:

☒ The Landlord shall, at their own and sole expense, furnish all utilities and the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:
Exceptions: Tenant shall have sole responsibility for contracts for all data, telephone and security services.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of:

Operation of District Office for the NH Department of Corrections, Division of Field Services-Probation and Parole.

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

8.3 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- 8.3.1** Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- 8.3.2** Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- 8.3.3** Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged, or missing.

8.4 Site Maintenance: Landlord shall maintain and provide as follows:

- 8.4.1** The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- 8.4.2** The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- 8.4.3** The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces (including re-marking painted lines and symbols in the parking lot and access lanes), once every three years, except where surfaces are in disrepair in advance of this time frame, in which case it shall be required on a more frequent basis.
- 8.4.4** The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Inspect flashings and other roof accessories for signs of deterioration with remedy provided prior to defect. If Landlord detects interior leaks, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. The Landlord shall inspect roof seams annually, especially at curbs, parapets, and other

places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted in order to maintain roof warranty.

8.5 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component, which caused the incursion, and the replacement of any and all interior surfaces which have become moisture-laden and cannot be dried in entirety to prevent possible future growth of mold.

8.6 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc.: Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.7 Interior finishes and surfaces: Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.8 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit C" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto.

OR:

☐ ~~Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit C hereto.~~

8.9 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If, within ten (10) calendar days after such notice is given to the Landlord, no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

9. Manner of Work, Compliance with Laws and Regulations: All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 Barrier-Free Accessibility: No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 Work Clean Up: The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 Alterations, etc.: The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.4 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and were paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements or be paid in accordance with a payment

schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed upon improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit B "Schedule of Payments" herein.

- 10.2 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:
- A) Termination of Lease:** Terminate the Lease, in which event all obligations parties hereunder shall cease; or
 - B) Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
 - C) Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
 - D) Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.1 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.4 herein.
- 11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
- 12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.
- 13. Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours' notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
- 14. Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
- 15. Insurance:** During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by

insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. Indemnification: Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 Acts or Omissions of Landlord: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 Landlord's Failure to Perform Obligations: On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 Tenant's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. 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.

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workman-like manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its

sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of, or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

21. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

22. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

22.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing

maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name **Joseph Devine**

Title: **Town Manager**

Street Address: **33 Geremonty Drive, Salem, NH 03079**

Email Address: **jdevine@SalemNH.gov** Phone: **603-890-2000**

- 22.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: **Jeffrey F. White**

Title: **Director of Field Services**

Street Address: **P.O. Box 1806, Concord, NH 03302**

Email Address: **Jeffrey.F.White@doc.nh.gov** Phone: **603-271-5652**

- 23. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 24. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**
- 24.1 Compliance with Laws, etc.:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.
- A)** The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 24.2 Discrimination:** During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 24.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.
- 25. Personnel:** The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 26. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general

assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

27. Miscellaneous:

Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

27.1 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

27.2 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

27.3 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

27.4 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

27.5 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

27.6 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

27.7 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.

27.8 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

27.9 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' **Department of Corrections**

Authorized by: (full name and title) William Ryan Hart, Jr., NHDOC Commissioner

SIGNATURE

LANDLORD: (full name of corporation, LLC or individual)

Town of Salem, NH

Authorized by: (print full name and title) Joseph Devine, Town Manager

SIGNATURE

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: _____ COUNTY OF: _____

UPON THIS DATE (insert full date) _____, appeared before

me (print full name of notary) _____ the undersigned officer personally

appeared (insert Landlord's signature) _____

who acknowledged him/herself to be (print officer's title, and the name of the corporation) _____

and that as such Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

APPROVAL:

Department of Administrative Services, on behalf of the Commissioner:

Approval Date: _____

Director of Plant and Property: _____

EXHIBIT A
Demise of Premises - Floor Plan

Redacted

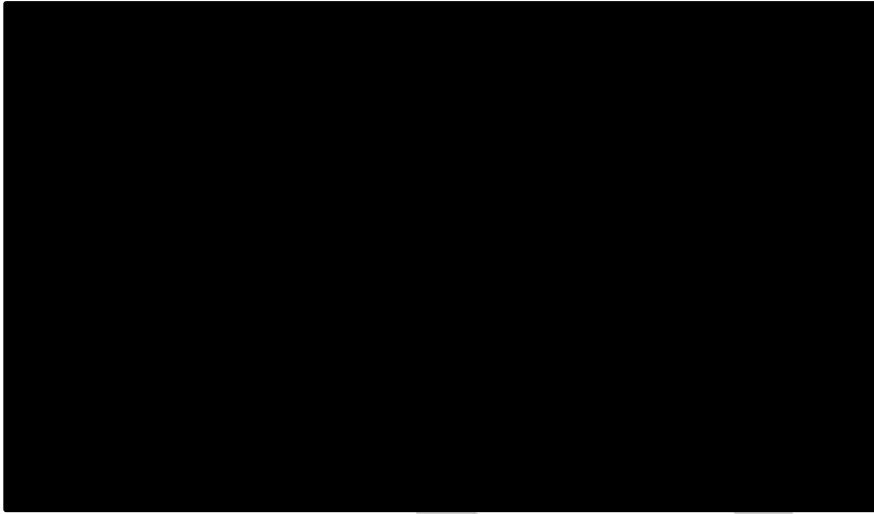


EXHIBIT B
Rental Schedule

The premises are comprised of approximately 100 usable square feet of office space (as set forth in “Section 2” and “Exhibit A” herein). The total rent of \$1,634.28 for the one-year (1) lease period, payable in twelve (12) monthly installments of \$136.19 as follows for Fiscal Year 2027:

NH Department of Corrections – Town of Salem District Office					
YEAR	SQ. FT.	MONTHLY	ANNUAL	SF RATE	RATE INC.
2026	100	\$136.19	\$1,634.28	\$16.34	2.0% increase
2027	100	\$138.91	\$1,666.92	\$16.66	2.0% increase
2028	100	\$141.68	\$1,700.16	\$16.99	2.0% increase
TOTAL:			\$5,001.36		

Fiscal Year	FY 2027	FY 2028	FY 2029	Total
July	\$136.19	\$138.91	\$141.68	
August	\$136.19	\$138.91	\$141.68	
September	\$136.19	\$138.91	\$141.68	
October	\$136.19	\$138.91	\$141.68	
November	\$136.19	\$138.91	\$141.68	
December	\$136.19	\$138.91	\$141.68	
January	\$136.19	\$138.91	\$141.68	
February	\$136.19	\$138.91	\$141.68	
March	\$136.19	\$138.91	\$141.68	
April	\$136.19	\$138.91	\$141.68	
May	\$136.19	\$138.91	\$141.68	
June	\$136.19	\$138.91	\$141.68	
TOTAL:	\$1,634.28	\$1,666.92	\$1,700.16	\$5,001.36

EXHIBIT C
Janitorial Services

General cleaning and janitorial services shall be provided by the landlord on a daily basis, Monday through Friday with exception of state holidays and other building closures.

DRAFT

EXHIBIT D

Provisions for barrier-free access, renovations, clean air compliance, and recycling.

Part I Architectural Barrier-Free Access (Accessibility): *Specify which of the following three provisions are applicable and provide pertinent details.*

- ☒ The Premises conform to current Accessibility code requirements and will remain so throughout the Term.
- ☐ ~~The Premises shall be renovated to provide Accessibility and the improvements shall be completed prior to Tenant occupancy.~~
- ☐ ~~The Premise do not provide Accessibility and will or cannot be renovated to provide Accessibility; therefore the Tenant shall provide "Program Accessibility" throughout the Term.~~

Part II Compliance with State of New Hampshire RSA 10-B "Clean Air - Indoor Air in State Buildings" requirements will be met as follows:

The premises are exempt from certification requirements; this exemption is conferred by the amended (1999 section) definition of "office space" (said space requires certification of compliance) in RSA 10-B:III where said space is defined as "an area within a building occupied for four (4) or more hours each workday by one (1) or more state employees." The premises are actually occupied less than four (4) hours each workday by one (1) or more state employees, therefore they are "exempt" from "Clean Indoor Air" testing and certification requirements.

Part III Improvements, Renovations or New Construction: N/A

Part IV Recycling: N/A

To: Salem Town Council
From: Joseph Devine, Town Manager
Date: April 20, 2026
Re: Town Manager's Report



MEMORANDUM



News and Noteworthy:

Tuscan Village – Public Safety Activity Update

The Police Department has experienced increased visibility and activity at Tuscan Village in recent weeks, particularly during peak evening hours. This is largely the result of proactive policing efforts and privately funded police details, rather than an increase in significant public safety incidents.

Currently, police details are assigned on Friday and Saturday evenings at the Rooftop Bar and Beer Garden, with an additional roving patrol throughout the Village. Chick-fil-A has also independently secured police detail coverage during peak hours. These resources are intended to manage traffic, ensure public safety, and provide a visible presence during high-volume periods.

Call data from the past three weekends indicates that Tuscan Village accounts for approximately 10–12% of total calls for service town-wide, which is consistent with its role as a major commercial and entertainment destination. Overall reporting data shows Tuscan Village represents 11.7% of total calls (121 of 1,038) .

Weekend activity is summarized as follows:

- March 27–29: 188 total calls town-wide; 30 in Tuscan Village (16%)
- April 3–5 (Easter): 211 total calls; 20 in Tuscan Village (9%)
- April 10–12: 203 total calls; 31 in Tuscan Village (15%)

A significant portion of activity within Tuscan Village is officer-initiated, including traffic enforcement, routine patrols, and proactive engagement by assigned details. Reported incidents remain generally minor in nature, with 1–2 motor vehicle accidents per weekend and occasional retail-related incidents typical of high-traffic commercial areas.

Key Points for Council and Residents:

- Increased police presence reflects a preventative, proactive strategy
- Many calls are generated by officers on detail, not emergency responses
- Private businesses fund several police details, reducing taxpayer impact
- Call volume is proportionate to the size and usage of Tuscan Village
- The area remains safe and well-managed

The Town will continue its current approach, maintaining a visible police presence to support public safety and manage activity during peak periods.

603 Food Truck Festival – Community Event Update

The Southern NH Chamber of Commerce, in partnership with the Town of Salem, is planning the 603 Food Truck Festival on Wednesday, June 3rd, from 10:00 AM to 2:00 PM. The event will be held at the Chamber of Commerce parking lot located at 81 Main Street.

This community-focused event is designed to highlight and support local businesses by bringing together a variety of regional food vendors in a centralized, accessible location. Participating vendors are encouraged to offer select menu items at a promotional price of \$6.03 in recognition of “603 Day,” though pricing flexibility is allowed.

The event is anticipated to generate increased daytime activity in the area and provide an opportunity to promote local economic development, community engagement, and small business visibility. Town staff will continue to coordinate with event organizers to ensure appropriate logistics, traffic management, and public safety measures are in place.

Street Sweeping Program – Seasonal Operations Update

Street sweeping operations are scheduled to begin the week of April 13, 2026, and will continue throughout the summer months.

Crews will initiate work on Salem’s main roadways before progressing through residential subdivisions. The majority of main roads will be swept during overnight hours to minimize traffic disruption; however, some daytime sweeping will be necessary and may result in temporary delays. Residents and motorists are encouraged to remain alert for equipment operating both at night and during the day and to use caution when traveling in active work zones.

Street sweeping remains an important component of the Town’s overall maintenance program, contributing to community cleanliness and infrastructure upkeep. In addition, this work supports compliance with the Town’s **Municipal Separate Storm Sewer System (MS4)** permit requirements by reducing roadway debris and pollutants, thereby helping to protect local waterways.

National Drug Take Back Day – Community Outreach

The Salem Police Department will participate in **National Drug Take Back Day** on Saturday, April 25, 2026, from 10:00 a.m. to 2:00 p.m. at the Salem Police Department, located at 21A Cross Street.

This initiative provides residents with a safe, convenient, and responsible method for disposing of unused or expired prescription medications. It also serves as an important public education effort, raising awareness about the risks associated with keeping unused medications in the home, including misuse, accidental ingestion, and potential diversion.

Community members are encouraged to participate by bringing unwanted or expired prescription medications for proper disposal. This event supports the Town’s broader public safety and public health objectives by helping to reduce the risk of prescription drug abuse and contributing to a safer community.

The event is free and open to the public.

Mosquito Control Program – Seasonal Operations Update

The Town's mosquito control program is scheduled to begin the week of April 8, 2026. Services are provided by Dragon Mosquito Control, Inc., which will conduct routine inspections and, when necessary, treatment of potential mosquito breeding areas throughout Salem.

Crews will monitor locations including swamps, marshes, woodland pools, ditches, catch basins, storm drains, and other areas of shallow or stagnant water. When mosquito larvae are identified, targeted treatment may be applied using approved larvicides. These treatments primarily utilize environmentally responsible products, including *Bacillus thuringiensis israelensis* (*Bti*) and other control agents designed to reduce mosquito populations at the larval stage.

Residents who own wetlands and prefer not to have their property treated may opt out through Dragon Mosquito Control's **No-Spray Registry**. Registration can be completed online or by submitting a written request to the company.

Additional information regarding treatment schedules, locations, materials used, and safety precautions is available directly through Dragon Mosquito Control. Residents may contact the provider by phone or email with any questions or concerns.

This program is an important component of the Town's public health efforts, helping to reduce mosquito populations and limit the potential spread of mosquito-borne illnesses while maintaining environmental compliance.

National Public Safety Telecommunicators Week – Recognition

National Public Safety Telecommunicators Week was observed April 12–18, recognizing the critical role of the Town's Communications Specialists.

These professionals serve as the **first point of contact in emergencies**, answering every call for police, fire, and emergency services, and ensuring timely and accurate coordination of response efforts. Their work is essential to both public safety operations and the safety of first responders in the field.

The Town extends its appreciation to Salem's Communications Specialists for their professionalism, dedication, and commitment to serving the community throughout the year.

National Animal Control Officer Appreciation Week – Recognition

National Animal Control Officer Appreciation Week was observed April 12–18, recognizing the important role animal control professionals play in public safety and community well-being.

The Town extends its appreciation to Animal Control Officer Centeno for her dedication, professionalism, and ongoing commitment to serving Salem. In addition to her daily responsibilities, Officer Centeno's volunteerism and community engagement efforts are a valued contribution to the Town.

Voter Registration – Party Affiliation Deadline

The deadline to change party affiliation prior to the September 8, 2026 Primary Election is Tuesday, June 2, 2026.

Voters currently registered as **Undeclared** may choose to participate in either party's primary on Election Day. However, voters registered as **Republican or Democrat after June 2, 2026** will be limited to voting only in their respective party's primary.

Residents wishing to update their party affiliation may do so in person at the Town Clerk's Office during regular business hours. Voters may also confirm their current registration status and party affiliation through the State of New Hampshire's online Voter Information Portal.

This deadline is an important component of election administration and ensures accurate voter records ahead of the State Primary.

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

- Payroll Register No. 14 (04-06-26) - \$366,551.78
- Payment Check Register (04-07-26) - \$4,545,608.82
- Payroll Register No. 15 (04-13-26) - \$353,562.35
- Ambulance Write Off (04-14-26) - \$173,568.06
- Payment Check Register (04-14-26) - \$3,525,584.60
- Payment Check Register (04-16-26) - \$556,285.50
- Payment Check Register (VOID) (04-16-26) - \$556,285.50

TOWN OF SALEM

MONTHLY DEPARTMENT UPDATES

Note: The chapter listings below are clickable links to their respective sections.

INSIDE THIS UPDATE

- [Page 2 - Assessing](#)
- [Page 3 - Collections Department](#)
- [Page 5 - Community Development](#)
- [Page 7 - Community Services](#)
- [Page 9 - Engineering Division](#)
- [Page 11 - Finance Department](#)
- [Page 13- Fire Department](#)
- [Page 15 - Human Resources](#)
- [Page 17 - Human Services](#)
- [Page 19 - Information Technology](#)
- [Page 20 - Planning Division](#)
- [Page 22- Police Department](#)
- [Page 24- Public Works](#)
- [Page 25- SCTV](#)
- [Page 26- Utilities Division](#)



IMPORTANT INFORMATION

- Dog licenses are due by April 30, 2026.
- The abatement filing period for 2025 has been closed.
- New Kiosks installed at the Town Forst and Bill Valentine Park by the Town and Conservation Commission.
- Hedgehog Park will open Memorial Day weekend. Season passes are available now at the Ingram Senior Center.
- Demolition of the Bridge Street Bridge was completed to make room for the new bridge footings.

MARCH 2026 UPDATE

www.salemnh.gov

Monthly Department Highlights – Assessing Department for April 2026

Prepared by: Jon Duhamel

Key Activities

- A Mazerolle processed a multitude of deeds this month, as well as taking in multiple exemption applications, as the deadline is 4/15.
- Jon is working on appeals (finishing 31 Stiles & Rockingham 620) & reviewing multiple pages of “overrides” in the CAMA system.
- R Marquis has been helping with printing water bills for the Collections Department.
- A Mazerolle has been cleaning up ownership files in the CAMA system by filling in blank ownership lines, along with R Marquis helping too ongoing as we found over 6,000.
- J Witkowski has submitted the equalization data to the DRA
- A Mazerolle has also been working on her Clerk’s Processes Manual-ongoing.
- R Marquis has continued attaching PA-34s to the PRCs to have a fuller picture for sales analysis. As well as helping to clean up our docuware system.
- Checking MLS listings for changes we are not aware of.
- Jillian has been visiting abatements filed by dock owners. We have sent letters to all our CU properties requesting they update their maps; this was requested by DRA as part of the update.
- All: Various misc. items that have arisen
- Abatement filing period has closed for 2025.

TOWN CLERK/COLLECTIONS DEPARTMENT – MARCH 2026

A. Top Achievements / Significant Activities of the Month

- Conducted my first election as Town Clerk on March 10. This experience provided valuable insight into the full election process. I collaborated closely with Town Moderator, Bernie Campbell, whose guidance was instrumental throughout.
- Successfully elected as Town Clerk.
- A recount for Article 5 on the school ballot was conducted on March 23. The recount confirmed the accuracy of the original results, with no changes to the vote totals.
- On March 23, the responsibilities of the Town Clerk's office were formally divided into two positions. I continue to oversee marriage licenses, vital records, records management, and election-related duties in coordination with my Deputy. Heather McGowan, Assistant Clerk, is currently managing motor vehicle inquiries and supervising the collection clerks during the transition period until the role separation is fully implemented.

B. Important Dates & Reminders for Residents

Dog licenses are due by the end of this month on April 30th.

C. Key Statistics at a Glance

We processed:

\$743,040 in motor vehicles.

\$11,253 in motor vehicle agent fees.

\$1,334 in title fees.

\$6,213.50 in dog license fees.

\$550 in civil forfeiture fees.

\$860.50 in misc fees.

Totaling \$763,251.00

We processed 261 certified copies of vital records resulting in \$1,551 in revenue and 15 marriage licenses resulting in \$105 in revenue for a total of \$1,656.

Giving us a GRAND TOTAL of **\$764,907.00** in revenue for March 2026.



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

Community Development Department

MEMORANDUM

TO: Town Council
Joe Devine, Town Manager

FROM: Colleen Mailloux, Assistant Town Manager
Crayton Brubaker, Community Development Program Manager
John Vogl, GIS Manager

RE: Community Development Department Update – April 2026

DATE: April 13, 2026

1. **New Kiosks Installed at Town Forest and Bill Valentine Park:** The Conservation Commission, in coordination with Town staff, installed three new kiosks – one at the Town Forest parking lot and one in the interior, and one at Bill Valentine Park. In the coming weeks, information will be added to the kiosks for the public's information on the Town Forest and other conservation materials.



2. **Merrimack Valley Transit (MeVa) Services Launch in Salem:** On April 6, 2026, MeVa launched a new bus route (#28) that connects from McGovern Station in Lawrence up to Methuen and to the Aldi and Target plazas in Salem as well as Mass General Brigham and Tuscan Village. This service is a part of a pilot program launched by MeVa and funded by Mass DOT. The bus service is fare free, so Salem residents can get on a

bus at no cost. For more information, please visit: <https://salemnh.gov/meva>

3. **Asset Management:** John Vogl and Glenn Burton worked to expand the asset management program to include traffic signals and a limited number of community signs. The latter is to provide inputs to a potential town-wide wayfinding plan. The traffic signal work included inventorying traffic lights, poles and cabinets. This provides an inventory against which work orders can be initiated and associated with so as to preserve maintenance records on these critical systems.
4. **Map Production:** Map products this month included work to facilitate Conservation Commission land discussions and completing an update to the address/parcel map for Tuscan Village properties. Of note, we started a review process of the Salem Veterans Markers map which was last updated in 2020. On the MapGeo side, 3 new layers were added to the Assessing profile to display Current Use properties and Neighborhood Codes values to make those attributes easily accessible.

Notable Statistics:

March 2026	Page Views	Users	Average Engagement Time
Main Website (salemnh.gov)	67,856	19,382	1m 7s
Town Hall Times (news.salemnh.gov)	10,634	3,608	1m 12s



Memo

To: Colleen Mallioux
From: Jillian Smith – Community Services Director
Date: 4/7/2026
Subject: CS Department Update

Recreation for All Ages in Our Community

Our Community Services Department continues to deliver vibrant, inclusive, and engaging programming for residents of all ages. This spring, we've seen incredible participation, exciting new offerings, and strong community partnerships.

Senior Services – Staying Active, Connected, and Inspired

March brought tremendous energy to our Senior Division with the launch of two new fitness classes, Chair Zumba and Chair Yoga, both of which filled immediately and generated waitlists.

We hosted a series of well-attended seminars focused on real-life needs and planning, including navigating medical advocacy, downsizing, and probate support.

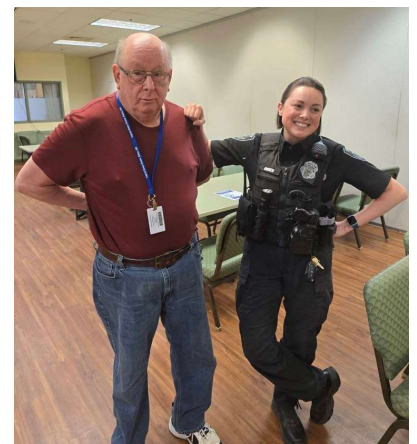
Our social programming continues to thrive with events like Pizza & Movie Day, Meet, Mingle & Munch, and Men's Morning, where we welcomed our Police Chief in March and State Senator Darryl Abbas in April.

Coming soon, we're proud to partner with the Salem Police Department to introduce a Senior Self-Defense Class, further supporting safety and confidence in our community.

Travel Opportunities Are Better Than Ever!

Our Senior Trip Committee has curated an exciting 2026 lineup featuring entertainment, cultural destinations, and day trips, including:

New York Bee Gees, Tall Ships (America 250th Celebration), JFK Library & Museum, Boston Harbor Bingo Cruise, and more. There's truly something for everyone, and we're looking forward to a fantastic year ahead!



Youth & Family Recreation – Fun for Everyone

Our Annual Easter Egg Hunt was a huge success, welcoming 182 children and families. We were especially proud to introduce our first-ever Low Sensory Scavenger Hunt, creating a more inclusive experience and drawing over 100 participants.

Community collaboration made this event possible, and we thank our partners for helping us expand access and opportunity for all families.

Looking ahead, we invite families to join us for the Kids Fishing Derby on May 2, sponsored by the Rotary Club.

Spring and summer programming is just around the corner:

- Registration opens April 11 for Summer Youth Tennis
- Adult Spring Tennis programs are open through May 1
- Pickleball and Tennis Courts are now open for the season



Parks & Community Spaces

As we head into warmer weather, Hedgehog Park will open Memorial Day weekend. Season passes are available now at the Ingram Senior Center, perfect for families looking to make the most of summer right here in town. Passes are free for Ingram Participants.

We're proud to offer programs that bring people together, promote wellness, and create lasting memories. We look forward to seeing you this season!



Date: April 3, 2026

To: Town Council

From: John P. Klipfel, PE, Engineering Director

Thru: Wayne Amaral, Director of Municipal Services
Joseph Devine, Town Manager

RE: **Month of March - Engineering Department Update**

Bridge Street Bridge Reconstruction

The prime contractor E.D. Swett Inc. continues work on the project. Demolition of the existing bridge was completed to make room for the new bridge footings. March brought substantial snow melt and rain that impacted dewatering activities. Once the ice melted from both Arlington Pond and Millville Lake, the respective dams were closed which substantially lowers the flow of the river in the Bridge Street area. Sandbags were installed to hold the water, and the bypass pipe has been placed. The footings are scheduled to be installed in April and are a critical path item.

More detailed information, including weekly reports, can be found on the Town website:
<https://www.salemnh.gov/1228/Bridge-Street-Bridge-over-the-Spicket-Ri>

Brookdale Rd Sewer Pump Station Project

This project was advertised bid and awarded to Northeast Earth Mechanics. The Town held a preconstruction meeting, and the contractor is expecting to begin construction Spring 2026. The pumps are special order and require long lead times. Submittal process has begun and schedule will be developed soon.

Brady Ave Water Main Replacement Project

The Project involved the replacement of water main from Cortland Ave to the Golf Course. Phase two is the installation of new water main from the Golf Course to Lowell Road. Utility work was completed in September 2025. Punch list items and final paving to be completed in Spring 2026.

MS4 - Stormwater

Illicit discharge detection and outfall sampling are ongoing. Street sweeping and catch basin cleaning will begin soon.

CWSRF Grant, Captains Pond - This project is underway and is the second phase of the Captains Pond Watershed Management Plan. Steering committee has been formed and the first meeting was held.

CWSRF Grant, Arlington Pond - Currently grant paperwork is being completed for the Arlington Pond watershed grant. This work is expected to begin late Spring 2026.

Road Program

Planning for 2026 is underway with contractor procurement in process. Town vote approved \$3 million for 2026 Road Program. Contracts are being executed and schedules are forthcoming. Construction will begin in the coming months. In addition, a full PCI update will be completed in 2026.

Ermer Rd Intersection Improvements Project



The recommended solution to the safety concerns is a single lane roundabout because it was found to produce the largest safety improvement at the intersection. NHDOT supports the proposed alternative and Town Council voted to approve. Final design was completed in March and the project is out to bid. Bids are scheduled to be received on April 21, 2026.



TOWN OF SALEM, NEW HAMPSHIRE

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

FINANCE DEPARTMENT

Memo

DATE: April 10, 2026

TO: Joseph Devine
Town Manager

FROM: Nicole McGee, CPA
Finance Director

RE: Finance Department Update

Summary:

Year-End Close

The Finance Department has successfully closed Fiscal Year 2025. The team is now focused on reconciling January 2026 activity.

FY2026 Budget Review

The final FY2026 budget book has been completed and published.

FY2025 Financial Statement Audit

Auditors are scheduled for a preliminary on-site visit on Wednesday, April 15. Fieldwork is planned for the week of May 11. In preparation, the Finance team is compiling all necessary documentation to support the audit process.

Request for Proposals (RFP) – Financial Management Software

On April 6–7, the Town’s consulting firm conducted on-site interviews with staff to evaluate current systems, workflows, challenges, and desired improvements. Insights gathered will inform the draft RFP and technical specifications report.

Municipal Building Advisory Committee (MBAC) Update

The MBAC has approved a multi-year maintenance and capital improvement plan, which will be presented to the Town Council. This plan serves as a roadmap for upgrading municipal facilities and is based on findings from the Building Condition Index (BCI) report.

The next MBAC meeting is scheduled for Thursday, July 9 at 3:00 PM.

Bond Issuance

The Town of Salem, NH continues to maintain its AAA bond rating. The final installment of the



TOWN OF SALEM, NEW HAMPSHIRE

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FINANCE DEPARTMENT

Police Station bond is scheduled for issuance, with the bond sale taking place on Tuesday, April 14.



SALEM FIRE DEPARTMENT

CHIEF OF DEPARTMENT CRAIG J. LEMIRE

152 MAIN STREET, SALEM, NH 03079

PHONE: 603-890-2215 CELL: 603-327-6505

clemire@salemnh.gov

MEMORANDUM

Date: April 6, 2026

To: Joseph R. Devine, Town Manager

From: Craig J. Lemire, Chief of Department

Subject: Monthly Department Update – March 2026

Notable Items Related to Ongoing Operations:

- **Total Runs:** 483
- **EMS Calls:** 71% of total responses
- **Simultaneous Run Rate:** 65%
- **Tuscan Village Responses:** 32 total calls (6.6%)
- **West Side Responses:** 65 total calls (13%)
- **South Side Responses:** 131 total calls (27%)
- **Training:** 434 hours completed

Inspectional Services:

Category	Permits	Inspections	Revenue
Fire	75 (90 burn permits)	80	\$35,938
Health	67	80	\$9,750
General Inspectional	205	285	\$131,284

Department Updates:

- The Government Academy program was highly successful. The department provided an overview presentation followed by hands-on rotations, including station tours, live fire extinguisher training using our propane prop, and AED/CPR instruction.
- We completed our annual promotional process. Congratulations to all members who participated for their professionalism and strong performance throughout.
- Nationally renowned EMS educator Tim Phelan delivered a well-attended training session in Salem, sponsored by Stryker. The program focused on advanced EKG interpretation and cardiac care.
- The annual Chad Hockey Game was once again a success with strong attendance and community support. Dylan and Cole Ferguson represented Team Fire.



SALEM FIRE DEPARTMENT

CHIEF OF DEPARTMENT CRAIG J. LEMIRE

152 MAIN STREET, SALEM, NH 03079

PHONE: 603-890-2215 CELL: 603-327-6505

clemire@salemnh.gov

- Firefighter David Jacques resigned his position to join Nashua Fire Rescue. We thank him for his service and wish him continued success.
- We have initiated a firefighter/EMT hiring process to fill two current vacancies.
- Department personnel participated in the Salem Easter Egg Hunt at Hedgehog Park, continuing our commitment to community engagement.
- Annual maintenance and inspections were completed on all AEDs and Lifepak cardiac monitors to ensure operational readiness.
- Officers completed department-wide training on elevator operations and emergencies. This training was developed and delivered internally by members who recently attended a specialized course and was especially valuable given the increasing complexity and prevalence of modern elevator systems in town.



TOWN OF SALEM, NEW HAMPSHIRE
HUMAN RESOURCES DEPARTMENT
33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 890-2070

To: Joseph Devine, Town Manager

From: Rebekah McGuire, HR Specialist

SUBJECT: April 2026 HR Department Report

The Department of Human Resources is happy to highlight the following:

Employee of the Month: Tom was selected as Employee of the Month for April 2026!

Tom Giarrosso has been Executive Director of SCTV for over 20 years. In that time frame he has grown the department and coverage of town and community events. Tom is Producer of the What's Up Salem podcast, which is a new format for SCTV. He is an advisor to the Salem High School Film Club. This club spends the school year working on a short film and Tom is there every week guiding and mentoring these students' creativity and nurturing their love for the art of film. He also started a Salem Filmfest at the Historical Society that features historical films through the years. But what we appreciate about Tom is the fact that we can always count on him. If there is a night meeting that suddenly needs to be recorded and no one is available, Tom will stay and do it.

If there are any personnel issues with staff or volunteers, we can count on Tom to know how to handle it and smooth things over so everyone can carry on with their work in the best manner possible. Tom is also the positive voice in our department that can boost employee morale and spirits in general. Whether it's coming in on the weekends for a show or standing in inclement weather with equipment, we can count on Tom to have a good attitude, which in turn is contagious and makes us all more upbeat. Coming into work every day is a joy and we look forward to hearing another new quirky story of his eclectic life.





TOWN OF SALEM, NEW HAMPSHIRE
HUMAN RESOURCES DEPARTMENT
 33 GEREMONTY DRIVE, SALEM, NH 03079
 (603) 890-2070

Years of Service Overview: Celebrating Work Anniversaries in April 2026

In April, we celebrate the dedication of employees marking work anniversaries with the Town of Salem. Recognizing these milestones strengthens employee engagement and shows our appreciation for their continued contributions. Below is an overview of employees celebrating their anniversaries this month.

Employee Name	Title	Department	Hire Date	Years of Service
McGown, Heather	Collections Clerk PT	Collections	4/18/2022	4
Cappuchi, Melissa	Support Services Clerk	Police	4/1/2024	2
Coonrod, Stephen	Captain	Fire	4/19/2004	22
Patterson, Kevin	Lieutenant	Fire	4/16/2018	8
Carrier, Christopher	Firefighter/Paramedic	Fire	4/16/2018	8
Connal, Brett	Firefighter/Paramedic	Fire	4/7/2025	1
Collins, Troy	Firefighter/Paramedic	Fire	4/16/2018	8
Beeley, Peter	Firefighter/Paramedic	Fire	4/7/2025	1
Ferguson, Dylan	Firefighter/Paramedic	Fire	4/16/2018	8
Lampinen, Clayton	Firefighter/Paramedic	Fire	4/16/2018	8
Philbrick, Joseph	Firefighter/Paramedic	Fire	4/7/2025	1
Owens, Andrew	Firefighter/Paramedic	Fire	4/16/2018	8
Peck, Jackson	Firefighter/Paramedic	Fire	4/16/2018	8
Taylor, Alexander	Firefighter/Paramedic	Fire	4/7/2025	1
Martin, Bob	Inspector	Fire Inspectional Services	4/3/2000	26
Kelly, Stephen	Light Equipment Operator	Municipal Services Streets/Shops	4/28/2025	1
Kent, Leslie	Human Services Director	Human Services	4/22/2024	2
Reed, Trina	Community Services Clerk	Community Services	4/30/2018	8
Iacono, Dennis	Custodian	Community Services	4/22/2024	2
Dunn, Betty	Library Assistant Circulation	Library	4/30/1979	47
Giarrosso, Thomas D	Executive Director	SCTV	4/1/2009	17
McLoughlin, Susan D	Government Program Manager	SCTV	4/1/2009	17

Human Services Monthly Report

Month: March 2026

CALLS

TOTAL	RENT MORT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	HOLIDAY	AMBULANCE	CREMATION	OTHER
74	14	17	2	8	6	3	0	0	1	13
	WATER	RESOURCES								
	1	9								

CALLS YTD

TOTAL	RENT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	HOLIDAY	AMBULANCE	CREMATION	OTHER
193	34	40	15	19	15	7	5	1	5	32
	WATER	RESOURCES								
	1	19								

WALK INS

TOTAL	RENT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	WATER	RESOURCES	OTHER
2	1	1	0	0	0	0	0	0	0

WALK INS YTD

TOTAL	RENT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	WATER	RESOURCES	OTHER
6	2	1	0	0	2	0	0	0	1

APPOINTMENTS

TOTAL	RENT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	WATER	OTHER	BENEFITS	1 ST	F/U	NO SHOW/CAN.
15	9	2	0	1	0	0	0	1	2	9	3	3

APPOINTMENTS YTD

TOTAL	RENT	HOTEL HOUSING	HEAT	ELECTRIC	FOOD	GAS	WATER	OTHER	BENEFITS	1 ST	F/U	NO SHOW/CAN
35	14	6	3	2	1	3	0	2	4	15	14	6

RESOURCES GIVEN – TOTAL #/TOTAL \$

TOTAL #/\$	TOWN #/\$	OUTSIDE #/\$	ELECTRIC#/ #/\$	RENT #/\$	HOTEL #/\$	HEAT #/\$	FOOD #/\$	GAS #/\$	LAUNDRY #/\$
18 \$7621.48	3 \$3880	15 \$3741.48	1 \$416.48	4 \$4789	2 \$666	1 \$1000	8 \$700	2 \$50	0
			HOLIDAY #/\$ 0	WATER #/\$ 0	CREMATION #/\$ 0	OTHER #/\$ 0			

RESOURCES GIVEN YTD – TOTAL #/TOTAL \$

TOTAL #/\$	TOWN #/\$	OUTSIDE #/\$	ELECTRIC #/\$	RENT #/\$	HOTEL #/\$	HEAT #/\$	FOOD #/\$	GAS #/\$	LAUNDRY #/\$
38 \$17357.48	10 \$12766	28 \$4591.48	1 \$416.48	8 \$10927	4 \$2664	1 \$1000	15 \$1400	7 \$175	0
			HOLIDAY #/\$ 0	WATER #/\$ 0	CREMATION #/\$ 1/\$750	OTHER #/\$ 1/\$25			

RESIDENTS CONTRIBUTION TOWARD HOTEL

Reporting Period	YTD
\$0	\$693

REFERRALS/HELP OUTSIDE AGENCIES

DATE	AGENCY	REASON	PEOPLE/FAMILIES	COST
March	Salem Family Resource Center	Diapers & Wipes	34	\$340
March	Salem Family Resource Center	Food	14	\$210
March	Isaiah 58	Rent	5	\$3300
March	Isaiah 58	Auto Repair	2	\$300
March	Isaiah 58	Food/Personal Hygiene	10	\$400
March	Isaiah 58	Clothes/Bedding	10	\$1200
3/1	St. Mary & Joseph	Hotel	1	\$296
3/31	Center Point Church	Food Cards	6	\$600

MEETINGS/VISITS

Date	Meeting
3/3/26	Staff Meeting
3/3/26	Salem CARES
3/4/26	Derry Welfare
3/12/26	SNHHSC
3/12/26	Greater Salem MDT
3/17/26	Staff Meeting
3/19/26	Substance Misuse Prevention & Continuum of Care Leadership Team Meeting
3/24/26	Isaiah 58
3/26/26	Bus Tour

SUMMARY:

Calls continue to increase slightly, and they are still primarily about rent and hotels, though with gas prices rising I am getting more calls to help with gas. I was able to get the senior that was in the hotel last month in an apartment with Isaiah 58, unfortunately she did not go even though help with a motel would no longer be available.

I continue to engage in community meetings/activities. Salem CARES continues to be a great resource; I work closely with many members to get resources and offset some of the cost for the town. Greater Salem MDT has been a good resource for seniors.

With Spring coming there will be more community activities and fairs which I will attend.



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

Information Technology Department

MEMORANDUM

TO: Joe Devine, Town Manager
FROM: Tim Moynahan
RE: Information Technology Department Update
DATE: April 13, 2026

Operational Updates summary

- Working with Vendors to schedule and bring required communications services into new PD.
- Building and planning for upgrading/implementing current Microsoft software and services.
- Continued BCN/Copper disconnects; \$1000 saved this year.

Operational numbers

Ticket Volumes Last Full Month (March)

209 Created tickets

By day of week

Mon	Tues	Wed	Thu	Fri	Sat	Sun	Total
58	45	30	37	21	0	18	187

207 Closed/Resolved Tickets



Town of Salem, New Hampshire

Community Development Department

Planning Division

33 Geremonty Drive, Salem, New Hampshire 03079

(603) 890-2083 - Fax (603) 898-1223

e-mail: jlafontaine@salemnh.gov

To: Town Council & Joseph Devine, Town Manager

From: Jacob LaFontaine, Planning Director

RE: Planning Division – April 2026 Update

Date: 4/14/2026

Please find recent Planning Division updates listed below:

- **The Planning Board** approved Tuscan's North Jewel Buildings at 21 Via Toscana, a 7,200 sq. ft. warehouse and office building with reduced prime wetland buffer at 92 Lowell Road, a digital menu board along Dunkin's drive-through lane at 227 North Broadway, and two-lot subdivision requests at 18 Shannon Road, 227 North Main Street, and 453 North Main Street at their March 12th meeting. At their March 28th meeting, the Board approved an 11,000 sq. ft. daycare at 142 Main Street, a 4,000 sq. ft. restaurant with reduced parking at 125 South Broadway and continued an application for a 25,100 sq. ft. pickleball facility with six indoor courts, six outdoor courts (subject to variance) and ancillary juice bar and training area with reduced parking. Applications for a digital menu board along Dunkin's drive-through lane at 36 Lowell Road, a lot line adjustment at 272 Lawrence Road and 423 and 445 South Broadway, and a sixth single-family rental unit at 9 Hampshire Street are scheduled to be heard at the April 12th meeting. The Board is also scheduled to review a 4,100 sq. ft. dance studio at 50A Northwestern Drive and a conditional use permit request for additional signage at 9 Northeastern Blvd on April 28th. *The Board has two vacant alternate positions and is scheduled to interview candidates at their April 28th meeting.*
- **The Zoning Board of Adjustment** heard two petitions on April 7th, granting variances to allow a reduced rear setback for a proposed single-family dwelling at 50 Stanwood Road, and to permit four residential units in a mixed-use building at 401 Main Street, while also denying a request to waive the Town's 10% workforce housing requirement. The Board also continued an application to allow six outdoor pickleball courts at 179 Main Street where a variance for a 26,000 sq. ft. pickleball facility with six indoor courts was previously granted. *The ZBA meets next on May 5th and currently has a full slate of alternate members.*
- **A Comprehensive Zoning Update** request for qualifications (RFQ) is in the process of being posted. The comprehensive update of the zoning ordinance will help ensure congruence between the ordinance and the recently adopted Master Plan.
- **Code Enforcement** has continued at a steady pace. Code Enforcement Officer Bob McDowell has specifically been working to address encroachments on Town land and conservation easements held by the Conservation Commission. He is also working to address instances of site plan

noncompliance, accessory apartments constructed without permits, and non-permitted commercial activity.

- **Plan Review Meetings** continue to be hosted on a bi-monthly basis. The interdepartmental meetings are held to review upcoming land use applications and to create a more streamlined and predictable process for applicants.
- **Zoning Amendments** are currently being workshopped by the Planning Board. Amendments being considered are relative to the maximum size of accessory dwelling units, revisions to the Permitted Use Table, and to allow multifamily housing on commercially zoned land per House Bill 631 (RSA 674:77-78).
- **The Historic District Commission** is scheduled to meet on April 29th where they will elect new officers and consider adoption of new regulations and potential design criteria. The HDC is also continuing to work on public outreach and engagement.
- **Professional Development** – Planning Director Jacob LaFontaine continues to serve on the New Hampshire Planning Association’s Executive Committee and the State’s Council on Housing Stability Regional Leadership & Coordination (RL&C) Workgroup. In June he will give a presentation on protecting natural resources through open space subdivision at the NH Department of Environmental Services 2026 Drinking Water Source Protection Conference.



To: Town Council

From: _____

Date: _____

Re: Monthly Department Activities Update

Notable items Related to Ongoing Operations

Department Goal Updates

Training/Personnel Updates

Upcoming Items/Key Dates

Other/In the News

Public Works Division/ March 2026

Streets and Shops:

1. The month of march did not produce any winter weather events, which gave us time to catch upon the daily ops.
2. There were 190 work orders created this month from citizen requests. We are working on these requests.
3. With the large number of plow events this season and large snow banking's there were many mailbox repairs made this month.
4. During rainy days the crews have been working through the fleet and giving the trucks a good deep cleaning.
5. We have started the lawn damage clean ups with picking up debris around town.

Parks and Properties:

1. Tree removal of the area between the town hall parking lot and the courthouse was started. This consisted of removal the high hazard trees in the area.
2. The cemetery crew started cleaning up the cemetery of downed limbs and plow damage from the winter.
3. The fire alarm system at the senior center required emergency repair
4. The town elections voting booth set up went very smoothly
5. The painting at town hall was completed. This started before all of the snow events in the winter, so the project took longer than anticipated.

Fleet

1. The fleet department is very busy with a couple of large repairs to springs on large trucks.
2. The small engines in the fleet have been serviced for the spring season
3. The small salters were removed from the one-ton trucks and conditioned for storage.
4. The outdated street sweeper is in the shop and being prepped for the season which includes a costly replacement to the radiator.
5. This department is working through the winter fleet and conditioning the trucks for storage.

Upcoming projects

1. **Litter Week**
2. **Spring clean ups**
3. **Street sweeping**



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079
(603) 893-7069 x-5118 · FAX: (603) 890-2220

SALEM COMMUNITY TELEVISION

MEMORANDUM

To: Joe Devine, Town Manager
From: Tom Giarrosso, Executive Director, SCTV
Date: April 13, 2026
Re: SCTV March 2026 Department Update

March 2026 Department update notes for SCTV:

SCTV continued coverage of the Salem Government Academy with segments on the Fire Department, Finance, Community Services and Salem Community Television.

Susan McLoughlin covered the Women's Club 100th Anniversary Gala, updates with the Kelley Library, and 'Week in Review' and Planning Board updates with Jacob LaFontaine.

Mya Girouard worked on several audio podcasts for our historic series 'Who's Talking Salem', coordinated posts for the Town Hall Times, coordinated on the Ganley Luncheon, and worked with Town Hall staff on social media and internet initiatives.

We worked with the Southern NH Chamber of Commerce on the Salem Candidate Forum with local candidates talking about the election, and a discussion on the Budget Committee Warrant article.

SCTV gathered Town election information in one place for easy access at elections.salemnh.tv including sample ballots, candidate information, and videos on the warrants, as well as reporting the election results.

New episodes of the 'What's Up Salem' podcast were released including Tom Giarrosso from SCTV and Salem Communications Coordinator Ciara Salazar.

Bob Berthel continued creating new episodes of our series 'Salem History on Tape' with a look back at Turner's Dairy, Ronald Reagan's visit to Salem in 1976, and an interview with Sen. George McGovern in 1972.

Respectfully submitted,

Tom Giarrosso
Executive Director
Salem Community Television



Utilities Division Monthly Report March 2026

Treatment Lab

1. 20 Bacteria samples from distribution system
2. TOC and UV254 samples from distribution system
3. Nitrate, Nitrite, Chloride, and sulfate samples from the distribution system.
4. Q.C. samples (Chlorine, Temp, pH, Alkaline, color, turbidity, hardness, and iron) taken from distribution system.
5. Water bioburdens and Heterotrophic Plate counts- set up and reading.
6. Daily bench labs for quality control and compliance.
7. Prepare and submit disinfection quarterly report
8. Review Schedule for FPAS sampling
9. Prepare quarterly disinfection report

Systems

1. Maintain and inspect 10 sewer pump stations weekly.
2. Run emergency generators at all water and sewer facilities once a week.
3. Inspect sewer trouble spots for blockage.
4. Fill chemical day tanks and log readings at water treatment plant daily. Adjust chemical feed as needed.
5. Fill chemical day tanks at Northland Rd PRV Station and make necessary adjustments to chemical feed system daily.
6. Calibrate pH probe, cL17, and turbidimeters weekly.
7. Work with United Compressor to repair sanitary pump at CLWTP
8. Check Millville and Arlington Dam weekly, make repairs to flash boards at Arlington
9. Work with DPW winter operations, salt / plow
10. Assist Distribution with water main repairs

Meters/Backflow

1. 245 Backflow Assemblies tested.
2. 85 Back flow appointments
3. 45-re-reads
4. 13 Meter service calls
5. 5- new meter installs
6. 24 MIU replacements



7. Water shutoffs for non-payment
8. Assist Distribution with water main repairs
9. Work with DPW winter operations, Salt/plow

Distribution

1. 1 Water main repairs
2. 149 Dig safe mark outs
3. Pre mark 15 locations for Unknown service material to comply with LCRR
4. 4 service inspections
5. Cleared snow from Hydrants throughout town.
6. 3 hydrant repairs
7. Assist Meter section with non-payment shut offs
8. Paved several break holes
9. Check stock and equipment
11. Work with DPW winter operations, salt / plow