

A G E N D A
TOWN COUNCIL MEETING

January 14, 2026

Salem High School
44 Geremonty Drive, Salem, NH

6:00 p.m. CALL TO ORDER

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. First Read/Waiver
 - a. Resolution No. 2026-01 – Approve Rail Trail Trust Donation Agreement and Accept Donation to Establish Salem Rail Trail Preservation Expendable Trust Fund
 - b. Resolution No. 2026-02 – Consider Management Agreement with Salem Youth Soccer Association for Use of Morse Field
7. Public Hearing – Consider 2026 Long-Term Lease/Purchase Agreement Warrant Article - \$1,350,000 for Fire Engine-Pumper and Related Equipment
8. New Business
 - a. Received/Vote on Citizen Petition Warrant Articles
 - b. Rail Trail Project Closeout
 - c. Assign Warrant Articles for January 31st Deliberative Session
 - d. Town Manager's Report/Questions from the Council
9. Old Business/Tabled and Pending
10. Upcoming Meetings
 - January 26, 2026
 - January 31, 2026 (Deliberative Session)
 - February 9, 2026

Adjourn

**MINUTES OF THE
Town Council**

**Regular Meeting of
December 15, 2025**

The Town Council held a meeting on Monday, December 15, 2025, at the Media Center at Salem High School Salem, NH.

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

CALL TO ORDER:

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

1. Workshop Session - New Hampshire Municipal Association (NHMA)

Chairman Stacey stated that they were holding a Workshop Session with the New Hampshire Municipal Association and then would hold their regular meeting afterwards.

Manager Devine stated that they had asked the New Hampshire Municipal Association to come in to explain the role of the Board of Assessors to the Town Council to provide more information.

Christine Johnston, Municipal Services Counsel NHMA, stated that they had shortened the presentation since they only had one hour to present instead of the two that they thought they had originally. She would cover the legal side and then Tammy Letson would cover the numbers side of the presentation. The presentation began by covering abatements. Towns could only do those things that the statutes authorized them to do. Taxes could only be assessed on real estate or relieved in the ways that the Legislature had allowed. Under RSA 76:16, the Town Council, "for good cause shown, may abate any tax, including prior years' taxes, assessed by them or their predecessors, including any portion of interest accrued on such tax...." Abatements were a way to fix things that were wrong with tax assessments. The key to an abatement request is whether the taxpayer is unlawfully or unjustly taxed compared with other taxpayers. Good cause is not defined in the statutes, but the courts have held that good cause can mean either a disproportionate assessment or poverty/inability to pay. The point was to correct unfair situations. Each citizen was supposed to pay their fair share of the property taxes. Towns were required to assess "all taxable property at its full and true value" per RSA 75:1. Taxpayers would then have to prove disproportionality in order to receive an abatement. The valuation methods include the Replacement Cost Less Depreciation Approach, the Comparable Sales/Market Data Approach, and the Capitalization of Income Approach. No one method was required and sometimes a combination was used. The BTLA was not required to use the same method that the town did, but they generally did if it was a reasonable method. Examples of mistakes and unjust circumstances were provided which included the case where all or part of the property was taxed to a taxpayer who did not own it, or a mathematical error was made. The other category of

1 abatements was for poverty or hardship; however, if the taxes were paid in full then this likely
2 would not be cause for an abatement to be granted. The courts have also ruled that things were
3 not good cause for an abatement including as a method of encouraging development or to
4 encourage/discourage specific taxpayer behavior. The example was given of a court case where
5 a town's Selectboard tried to give a \$1,000 abatement to all residents who sent their children out
6 of the school district and the courts ruled it was illegal. There were a number of mandatory tax
7 advantages in the statutes such as exemptions for the blind or disabled veterans or for
8 organizations that were religious or charitable in nature. There were also voluntary exemptions
9 that could be adopted such as an elderly exemption or for solar power. The law also allowed
10 some exemptions for development with one aimed at commercial and industrial construction
11 within the designated limits. It did not override zoning requirements. The other development
12 exemption was for substantial rehabilitation of qualifying buildings with conditions. Qualifying
13 buildings included historic buildings and those in a downtown or town center area. These
14 projects had to provide a public benefit and those were listed in the statute.
15

16 Tammy Letson, Government Finance Specialist NHMA, stated that she was going to start by
17 covering fund balance. It was the accumulation of operating surplus, and it had five components
18 including Nonspendable, Restricted, Committed, Assigned, and Unassigned. The Unassigned
19 fund balance was the part that could be used to offset taxes or for emergency spending. Salem
20 had a policy that stated the unassigned fund balance was to remain between 6 and 10% of the
21 gross appropriations for the town, school, and the county tax burden. Salem left the fund balance
22 at 9.62% which was on the high side of the limits. Ms. Letson then covered how taxes were
23 calculated. She then presented on overlay which was the amount to cover abatements that the
24 Town had granted and covered how much Salem had used in recent years. Abatements reduced
25 the town's tax revenues, and an example of this effect was provided.
26

27 Councilor Pelletier asked if an elderly man on a fixed income would not be able to file for an
28 abatement because they could pay the taxes.
29

30 Ms. Johnston stated that there was another option that the person might be able to apply for
31 called the elderly tax deferral. Taxes would be collected when the person left the home if
32 approved.
33

34 Chairman Stacey thanked them for coming in. She called for a recess at 6:51 PM.
35

36 Chairman Stacey called the meeting back to order at 7 PM.
37

38 **2. Pledge of Allegiance**

39 Chairman Stacey led the Town Council in the Pledge of Allegiance.
40

41 **3. Meeting Minutes**

42 **MOTION:** by Councilor Withrow

43 *Move to approve the Town Council Public Session Meeting Minutes from December 1, 2025.*

44 **SECOND:** by Councilor Bryant

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

46 **The motion passed unanimously.**

4. Chairman Comments:

None.

5. Approve Consent Agenda

MOTION: by Councilor Bryant

Move to approve the December 15, 2025, Consent Agenda.

SECOND: by Councilor Hatch

VOTE: 9-0-0

The motion passed unanimously.

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

Brian Thornock, 5 Brookdale Road, stated that he was there to speak about the changes to the disabled veterans exemption. It would have a significant impact. The Legislature had passed an amendment which increased the exemption cap from \$4,000 to unlimited meaning some disabled veterans would have their property taxes exempted in full if adopted. Salem had adopted a \$2,000 credit. Those veterans could also qualify for the all-veterans credit that was \$750 in Salem. It was for veterans who were totally and permanently disabled as determined by the Veterans Administration. The law changes also removed the ability of disabled veterans to get both exemptions. That meant that the sixty-seven veterans in Salem who currently collected both would lose the \$750 credit. Mr. Thornock stated that a petitioned Warrant Article was being put forth to change the exemption. He wanted to get the word out as all of the veterans affected might not be aware of the change.

Claudia DeFuria, 9 South Policy Street, stated that she was a member of the Conservation Commission who joined because she wanted to protect the green spaces in Salem. There was not much green space left. She asked the Council to oppose the proposed Warrant Article to change how the land use change tax revenue was applied. Ms. DeFuria felt that changing it to a fifty-fifty split would reduce the ability of the Conservation Commission to protect the limited amount of green spaces in Salem.

Donald Marotte, 4 O'Shaughnessy Lane, stated that he was a past member of the Conservation Commission and asked to see the language of the land use change tax Warrant Article. He stated that a point was raised that a reason for the change in how the revenues were applied was for increased transparency. Mr. Marotte stated that the Conservation Commission listed the funds in and the balance in their funds at each meeting. It could not be clearer what was happening with their funds. The second part was strong support for land use conservation, but they were planning to remove fifty percent of the funds from going to the Conservation Fund. The final point presented meant that they were looking for a slush fund to use on a project not related to conservation. Mr. Marotte felt that protecting green space mattered due to global warming, loss of biodiversity, wildfires, droughts, and floods among other issues. He felt that these actions would happen in the Northeast and it was more critical now. Mr. Marotte stated that their grandchildren's future depended on these votes.

Ruth T. Isaks, 13 Norwood Road, stated that she was a member of the Conservation Commission. They needed to protect the reserve amount. The Conservation Commission had a large reserve in the fund at the moment, and she thought that was what was being questioned

1 now. There were two reasons for having a large balance in the fund, with the first being that it
2 allowed them to act quickly when a parcel they were interested in became available. The second
3 reason was they needed to have the funds ready while waiting for the parcel to become available
4 and still have funds to maintain the current property the Town held. There were two or three
5 parcels of interest to the Conservation Commission that would be important to conservation in
6 Salem. These would be of interest to builders so they would have to compete with them. The
7 money needed to be available at that time. The Town Forest was an important property to Salem.
8 The wetlands were important to the watershed and the wildlife. They looked at wetlands as a
9 storage area for the water. Although it looks like a lot, there was a plan for the money. There
10 were also years when the Conservation Fund did not receive any allocation because there was no
11 land use change tax collected. Ms. Isaks asked them not to proceed with the Warrant Article. She
12 also stated that Fish and Game had asked people not to feed the deer.

14 **7. Town Treasurer John Sytek – Review/Approve 2026 Investment Policy**

15 Chairman Stacey stated that they would jump to the Town Treasurer.

17 John Sytek, Town Treasurer, stated that the Investment Policy had no changes. They now had the
18 advantage of long-term investment while still having the ability to withdraw funds through an
19 offering of the bank.

21 **MOTION:** by Councilor Bryant

22 ***Move that the Salem Town Council hereby adopts the 2026 Town Investment Policy as***
23 ***presented by the Town Treasurer.***

24 **SECOND:** by Councilor Withrow

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

26 **The motion passed unanimously.**

28 **8. Employee of the Month Recognition**

29 Manager Devine stated that the Employee of the Month for December was Scott Sullivan, Mr.
30 Sullivan was a Building Inspector with the Inspectional Services Division of the Fire
31 Department.

33 Craig Lemire, Fire Chief, stated that the response from the community and the contractors to
34 Scott Sullivan's recognition as Employee of the Month was very telling. There were a number of
35 congratulations and positive comments received from the public. They reflected someone who
36 was fair and did not cut corners. He congratulated Mr. Sullivan.

38 **9. Conservation Commission Interview/Appointments**

39 Manager Devine stated that they had received applications for the two vacant alternate positions
40 on the Conservation Commission. One was from Corrine Gordon who was an alternate member
41 of the Recreation Advisory Committee. The other was from Glenn Reynolds who was asking to
42 serve on a Town committee for the first time. He was invited to attend and meet the Town
43 Council.

1 Glenn Reynolds, 28 Hawkins Glen Drive, stated that he was the Vice-President of the HOA at
2 Hawkins Glen and was conscious about the environment. He had a background from Rolls
3 Royce Naval Marine along with degrees in Marine Science and Business Administration.

4
5 Chairman Stacey asked if there were any questions.

6
7 Councilor Bryant stated that Mr. Reynolds answered that.

8
9 **MOTION:** by Councilor Bryant

10 *Move to appoint Corrine Gordon as an alternate member of the Conservation Commission*
11 *with a term ending April 2027 and further to appoint Glenn Reynolds as an alternate member*
12 *on the Conservation Commission with a term ending in April 2028.*

13 **SECOND:** by Councilor Wright

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

15 **The motion passed unanimously.**

16
17 **10. Continued Discussion on Budget Committee Reduction to Budget**

18 Manager Devine stated that he would start the discussion. Staff had prepared Options A and B to
19 cover the \$2 million reduction the Budget Committee made to the Operating Budget. Option A
20 removed the sidewalks while Option B removed \$2 million from the operations. Staff felt that
21 Option B was the way to go because they were afraid of a Default Budget if they went with the
22 sidewalks being removed. Option B(2) would still allow for some new programs and positions to
23 move forward even if there was a bigger hit in 2027.

24
25 Councilor Hatch stated that he would speak in favor of Option 2. It would still allow them to
26 move forward even if it was slower than originally planned. They needed to be able to adjust as
27 things happened. The other point was that even though the wording of the cut and the method
28 were not the greatest, the intent was clearly there to cut the tax rate. The intent should be
29 followed because it was clearly stated. If the first option was chosen, then the Budget Committee
30 would rally every person they could in order to vote no on all of the Warrant Articles.

31
32 Chairman Stacey stated that she would vote for Option 2 because it was a 3.98% increase on the
33 budget versus 8.11% if Option 1 was chosen. She wanted to keep the taxes lower for the people
34 in the community. They needed to keep moving forward. Chairman Stacey stated that she did not
35 like the way it happened, but they had to deal with it, and Option 2 was the best option.

36
37 Councilor Sweeney stated that he wanted to echo their comments and support Option 2 as the
38 more pragmatic approach. He thanked the Town Manager and the staff for preparing both
39 options and acknowledging that Option 2 was the true option. None of them wanted it, but it was
40 the best path to move forward with.

41
42 Councilor Bettencourt stated that at the last meeting he had pressed the Town Manager about the
43 possibility of an Option 3. The Town Manager looked into it and there was not another option.
44 At the last meeting he had stated that he would support Option 1, and he admitted that he was
45 wrong about that. Councilor Bettencourt stated that he changed his position when there was
46 either new information or a better understanding of the information that was given. Councilor

1 Hatch was able to explain it to him in a way that he could better understand what the choices
2 were about. Option 1 initially seemed attractive, but it was not an actual \$2 million cut.
3 Councilor Bettencourt stated that he now supported Option 2. He hoped that they could work
4 with the Town Manager on implementing the cuts as he recommended them. Councilor
5 Bettencourt stated that the tax rate increase was 3.98% and it was interesting that the Budget
6 Committee focused on the Municipal Tax Rate while last week they approved the School Budget
7 that was up 5.5%. The School Budget represented 67% of the tax rate. It seemed that the
8 priorities in looking after the taxpayer were a bit misaligned in giving the Town more scrutiny
9 than the School.

10
11 Councilor Pelletier stated that he had originally opted for Option 1 because he did not want any
12 cuts to the police, fire, or municipal services departments. After the explanation from the Town
13 Manager on how they would be able to keep moving forward he had reconsidered. He was not
14 sure if they would lose the grant for the sidewalk.

15
16 Manager Devine stated that they had not yet been awarded the grant so there was the possibility
17 that they would not receive the money. If they received it, the staff would look for ways to get
18 the matching funds required.

19
20 Councilor Pelletier stated that he would opt for Option 2 as well.

21
22 Councilor Withrow stated that she had spoken in favor of Option 1. If the Budget Committee had
23 clear intentions, then they would have chosen where to cut the money. She had an issue with
24 how the cut was done, but she also accepted the concerns about the Default Budget being chosen.
25 Councilor Withrow stated that she thought Option 2 would impact services and the Budget
26 Committee would have to own that. She also had a similar thought to Councilor Bettencourt
27 about how the Budget Committee made a \$100,000 reduction to a budget that was \$25 million
28 more than the Town's budget. The School Budget's 5% increase had a greater monetary impact
29 on homeowners than the Town's 8% increase would have had. She had an issue with a blanket
30 cut being used on the Town and not on the School Budget. Councilor Withrow stated that she
31 would support Option 2, but she did not like the tactics that were used across the board on this
32 one.

33
34 Councilor Bryant stated that he would have to commend the Town Manager and the Department
35 Heads for the work that was done to find cuts that would not set the Town too far back. The
36 Budget Committee turned down an invitation for a joint meeting and decided they would do it
37 themselves. What the Budget Committee did showed a lack of research, a lack of effort, and no
38 consideration for the department heads, the Town Council, and the taxpayers to just take an
39 arbitrary number. They had never allowed the Budget Committee to do that without the Budget
40 Committee having to state where they wanted the cuts to come from. There was an invitation to
41 meet with the Town Council to discuss the budget, and it was refused. Maybe next year would be
42 different.

1 **MOTION:** by Councilor Bryant

2 *Move that the Town Council reduces \$2,000,00.000 from the 2026 Operating Budget among*
3 *multiple line items as identified by Town staff to reach the \$2,000,000.00 reduction in the*
4 *budget as voted by the Budget Committee.*

5 **SECOND:** by Councilor Wright

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

7 **The motion passed unanimously.**

8
9 **11. First Read/Waiver**

10 **a. Resolution No. 2025-38 – Municipal Services Department – Adopt Annual Road**
11 **Program**

12 Manager Devine stated that this item was to adopt the Annual Road Program.

13
14 Wayne Amaral, Municipal Services Director, stated that he was there to answer any questions
15 that they had.

16
17 Chairman Stacey stated that her only question was about the roads that they had previously
18 spoken about. Those roads were listed in the plan and not done while other roads that were not
19 on the plan were done ahead of them. It was a concern to her that it was unfair to the residents
20 who were waiting. The other item was the gravel roads which needed to be paved and were not
21 even listed for next year now.

22
23 Mr. Amaral stated that he understood the concern. The budget limited what they could do. Even
24 this list was not official because they still had to get the bids.

25
26 Chairman Stacey stated that when this list was presented to the voters, they assumed that these
27 roads would be done if the program passed. Unless they changed the way they presented, the
28 expectation was set for the taxpayers that they were voting to do the listed roads.

29
30 Councilor Bettencourt stated that there was a transparency issue there because there was an
31 expectation that the roads presented to the voters would be the roads done. He appreciated that
32 things came up which could alter the plan. If a road was not done in the year it was planned for
33 then it should be done the next year rather than being put off for two or three years afterwards.

34
35 Mr. Amaral stated that was a reasonable request to at least say why a road was bumped and not
36 have it go from year to year. They would include that information in the future when preparing
37 the road program.

38
39 Councilor Withrow stated that she shared the concern and maybe not listing the roads would give
40 more flexibility. Sometimes it depended on what was under the road.

41
42 Councilor Bryant stated that sometimes it was geographical because the road was located next to
43 ones that were being done.

1 Manager Devine stated that they were working on wording to make it clear it was the intended
2 list, but subject to change. They had a presentation in April on what was actually being done for
3 roads and would continue to do that next year.

4 Councilor Bettencourt stated that he wanted to make clear that the law requires Warrant Articles
5 to be written in legal terms instead of plainer English.

6
7 **MOTION:** by Councilor Bryant

8 *Move that the Salem Town Council hereby adopts Resolution No. 2025-38, and further to*
9 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
10 *as follows:*

11 **Resolution #2025-38**

12 **Adopt Annual Road Program Adoption**

13 **WHEREAS:** *The Town Council adopted the 2023 PCI Report as presented by the BETA*
14 *Group, at their September 25, 2023, meeting, which is used as a management tool to help*
15 *develop future planning for the Road Program including the costs thereof.*

16 **WHEREAS:** *Each year the Road Stabilization Committee assembles a list of roads for*
17 *maintenance, rehabilitation, and reconstruction, for consideration of a Warrant Article to be*
18 *presented to voters.*

19 **WHEREAS:** *The Road Stabilization Committee discussed and endorsed the Annual Road*
20 *Program at their November 24, 2025, meeting.*

21 **WHEREAS:** *The Annual Road Program was presented to the Town Council at their*
22 *December 1, 2025 meeting with a discussion on allocation of \$3,000,000.00 to be used for*
23 *funding the 2026 portion of the program.*

24 **WHEREAS:** *The funds will be used for the improvement, reconstruction, maintenance, crack*
25 *sealing, drainage, and associated attributes as necessary for complete streets engineering and*
26 *construction of roads as outlined in the Annual Road Program.*

27 **NOW, THEREFORE, BE IT RESOLVED BY THE SALEM TOWN COUNCIL THAT:** *The*
28 *Annual Road Program will be brought to the 2026 Warrant for consideration as described:*
29 *Shall the Town vote to raise and appropriate the sum of Three Million Dollars (\$3,000,000) to*
30 *be added to the Roadway Capital Reserve Fund previously established in 1990 for the purpose*
31 *of repair and/or reconstruction of existing roads, associated drainage improvements, right-of-*
32 *way work as necessary, and engineering.*

33 **SECOND:** by Councilor Withrow

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

35 **The motion passed unanimously.**

36
37 **b. Resolution No. 2025-39 – Fire Department – Request Use of Fire Department Public**
38 **Safety Impact Fees**

39 Manager Devine stated that the Agenda had two memos for this item because it depended on
40 which option was chosen for the budget cuts. They would be looking at the second option
41 relating to \$150,000 towards repairs.

42
43 Chief Lemire stated that the Station 3 project was the top-rated project in the CIP. They had
44 expiring impact fees that they wanted to use and the funds to get this project encumbered for
45 2026.

1 **MOTION:** by Councilor Bryant

2 *Move that the Salem Town Council hereby adopts Resolution No. 2025-39, and further to*
3 *waive the requirement for a second reading. This Resolution shall take effect upon its passage*
4 *as follows:*

5 **Resolution #2025-39**

6 *Use of Fire Department Public Safety Impact Fees for South Fire Station #3*

7 *WHEREAS: the Town of Salem has established Fire Department Public Safety Impact Fees to*
8 *support capital projects necessitated by community growth; and*

9 *WHEREAS: the Fire Department has utilized approved funding to complete the conceptual*
10 *design for the replacement of South Fire Station #3; and*

11 *WHEREAS: the next step in project development is Phase 2, which includes schematic design,*
12 *design development, civil engineering, wetlands assessment, and associated consultant*
13 *services; and*

14 *WHEREAS: as of November 30, 2025 the Fire Department Public Safety Impact Fee account*
15 *has an available balance of \$1,455,130.38, and \$65,429 of that amount is scheduled to expire*
16 *at the end of FY25; and*

17 *WHEREAS: applying impact fees at this stage aligns with their intended purpose and ensures*
18 *timely utilization of expiring funds while advancing a critical public safety capital project.*

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

20 *Funding the amount of \$150,000.00 from Fire Department Public Safety Impact Fees shall be*
21 *authorized to advance the South Fire Station #3 replacement project.*

22 **SECOND:** by Councilor Stramaglia

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

24 **The motion passed unanimously.**

25
26 **12. New Business**

27 **a. Town Treasurer John Sytek – Review/Approve 2026 Investment Policy**

28 Already addressed.

29
30 **b. Consider SCTV 2026 Budget**

31 Manager Devine stated that the packet had a memo and supporting documentation from the
32 Executive Director of SCTV.

33
34 Tom Giarrosso, Executive Director SCTV, stated that he was there to present the 2026 Budget.
35 The Town Council served as the trustees of Salem Community Television while the Town
36 Manager oversaw the day-to-day operations of the station. 2025 had been a busy year and they
37 had some new employees as part of that. Their names and positions were listed. They covered
38 the elections including the candidate forum, the Old Town Hall Open House, the Salem Holiday
39 Parade, and the 275th Celebration. They had also been recovering old videos including an
40 interview with President Ford from 1975. Mr. Giarrosso thanked the School District for allowing
41 them to be based out of the High School. He appreciated the staff and they had worked hard to
42 make the station what it was.

43
44 Chairman Stacey stated that they appreciated it as well.

1 Mr. Giarrosso stated that the budget request was for \$543,724. It was a reduction of \$65,000
2 from last year. It was due to a decrease in revenues from Comcast. This would be a tight budget.
3 They were looking to ask the Town about covering the costs of covering meetings. They would
4 be in compliance with the fund balance policy. They had equipment that would need to be
5 replaced in the coming years. They hoped to keep current services intact for the next two years.
6 He assumed that the decrease was due to cord cutting.

7 Chairman Stacey asked about accessing grant money.

8
9 Mr. Giarrosso stated that he was looking into it. It was usually for projects.

10
11 Manager Devine stated that they could look into it. The grants would probably be more aimed
12 towards equipment than personnel and operations.

13
14 Councilor Hatch thanked Mr. Giarrosso for talking about the future. SCTV was the only link
15 with the public. They needed to be thinking about what happened in 2028.

16
17 Chairman Stacey stated that SCTV was a huge resource for the people of Salem.

18
19 Councilor Bettencourt stated that he would just echo what was said. They needed the
20 services of SCTV because it was one of the last options for them to communicate with the public
21 and for the public to see what they were doing. They would have to put on their thinking caps to
22 be creative in preparing for the future. Some groups might have to contribute to keep things
23 running. They had some time, but they needed to use it to prepare.

24
25 Councilor Pelletier thanked Mr. Giarrosso and his staff for everything they did. He had watched
26 a showing of the 1973 Holiday Parade and compared it to how much more advanced things were
27 today.

28
29 **MOTION:** by Councilor Bryant

30 ***Move that the Town Council votes to approve the 2026 SCTV budget in the amount of***
31 ***\$543,724.00.***

32 **SECOND:** by Councilor Withrow

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

34 **The motion passed unanimously.**

35
36 **c. Vote on 2026 Warrant Articles**

37 Manager Devine stated that this was to address the 2026 Warrant Articles. He had a request from
38 a member of the public who wanted to speak towards one of the Warrant Articles. They were not
39 aware that they needed to sign up to speak. It was two members of the Conservation
40 Commission.

41
42 Chairman Stacey stated that they had already heard from other members of the Conservation
43 Commission. Unless they had new information, she was not going to entertain it.

44
45 Caitlin Fitzpatrick, 62 Hawkins Glen Drive, stated that they sent the Town Council a letter for
46 their packet. They were surprised when they saw the Warrant Article. She and the Chair of the

1 Conservation Commission went looking back into the history of this fund. It was interesting how
2 much people had cared about the Conservation Commission in the past. The Conservation
3 Commission no longer had any funds coming in once all of the land was converted. Then they
4 would need to come in and have their expenses added to the budget. Ms. Fitzpatrick stated that it
5 was a volatile revenue source and they had to be careful knowing that it was finite.

6
7 Chairman Stacey thanked her.
8

9 Manager Devine stated that these were proposed Warrant Articles, and the Council would decide
10 whether or not to proceed with them. If all of them passed, then the increase was 3.82%. The first
11 was the lease for the fire pumper which would be addressed in January. The second one was the
12 Budget, and the third one was the Road Program which had already been addressed. The next
13 Article 10 was for the bargaining agreement with the Salem Police Employees Association
14 which had a total of \$247,906. It was a four-year agreement. Article 11 was a collective
15 bargaining agreement with the Salem Public Administrators Association. It was a three-year
16 agreement with a first-year cost of \$141,582. Article 12 was for the OPEB Trust Fund. It was
17 proposed to have the \$50,000 cost come from fund balance and the water fund, so it had no tax
18 impact. Article 13 was for the Town Facility Maintenance Capital Reserve Fund and also have a
19 cost of \$50,000. This amount was proposed to come from fund balance. Article 14 was the Land
20 Use Change Tax that they had talked about this evening where instead of 100% going into the
21 Conservation Fund, 50% would go into the General Fund.
22

23 Councilor Wright stated that she did not like this Article and was hoping they could remove it.
24

25 Councilor Stramaglia stated that he wanted it removed.
26

27 Chairman Stacey asked if they had a reason.
28

29 Councilor Wright stated that the pitch from Ms. Isaks really reached her.
30

31 Councilor Stramaglia stated that it took a while to build the fund back up if they bought land. If
32 half of the funds were taken out, then it would take longer to get there. They would have to ask
33 the taxpayers to fund the maintenance of the Town Forest if the fund ran out. He did not think
34 that they should ask the taxpayers to fund that when the Conservation Commission had a fund to
35 do it.
36

37 Chairman Stacey asked how much money was sitting in this fund.
38

39 Manager Devine stated that it was not \$6 million, it was about \$1.9 million.
40

41 Chairman Stacey stated that if they were talking about a split then it would be from now going
42 forward. It would not affect the funds already in the account.
43

44 Manager Devine stated that was correct. He had the GIS Manager go through and look at the
45 properties that were left to see how much they were talking about. There were 1,600 acres under
46 Current Use at this time. 475 of those acres were owned by the Town for conservation purposes.

1 There were essentially 772 buildable acres remaining in Current Use. Given land values, they
2 were looking at possibly \$11 million dollars in land use change tax. Some of the properties may
3 never leave current use.

4
5 Councilor Hatch stated that he had some questions after listening to everyone speak. The
6 property in Current Use was getting a tax break. Someone was paying more money to cover that
7 tax break. He asked why the taxpayers should not get some relief for that property coming out of
8 Current Use.

9
10 Chairman Stacey stated that they did. It was 10% of the purchase price of the lot.

11
12 Councilor Hatch asked if that money went to the General Fund or the Conservation Fund.

13
14 Chairman Stacey stated that went to the Conservation Fund.

15
16 Councilor Hatch stated that it did not go to the taxpayers for tax relief. The benefit of not doing
17 the split was that they got property that anyone in town could use. The Conservation Fund
18 became self-funding through this tax. They tried to have enough funds in case all of the parcels
19 they were looking at. The money slowly came in, and the parcels were slowly sold. It became not
20 worth taking a cut if this fund remained self-funded for a great number of years. The Council
21 could request the information on the fund, and the Conservation Commission was forthcoming
22 on answering the questions. The maintenance of the Town Forest and the other parcels was self-
23 funded instead of asking the taxpayers for money. Councilor Hatch felt that the Warrant Article
24 should not move forward.

25
26 Councilor Withrow stated that the property purchased comes off the tax rolls so that the Town
27 loses money. She asked if the Conservation Commission had to go through any process when
28 they wanted to purchase property.

29
30 Manager Devine stated that the Conservation Commission had the ability to negotiate directly.

31
32 Councilor Withrow asked what the last property purchased was.

33
34 Georgia Brust, 6 Brookdale Road, stated that the Conservation Commission had to go before the
35 Town Council in order to purchase the property.

36
37 Manager Devine stated that was correct.

38
39 Ms. Brust stated that the last purchase was for the property that was located inside the Town
40 Forest. They had to come before the Council in order to get authorization to purchase the
41 property and spend the funds.

42
43 Councilor Bettencourt asked if they were able to take an Article off at this point.

44
45 Chairman Stacey answered yes.

1 Councilor Bettencourt stated that he was unsure if they were deciding on the Warrant or
2 recommending the Article at this point.

3
4 Manager Devine stated that if a majority votes to put it on the Warrant, then the Article also has
5 a recommendation from the Council.

6
7 Councilor Bettencourt asked how much of the list of Current Use property was eligible for
8 commercial development.

9
10 Manager Devine stated that not much was possible for commercial development.

11
12 Councilor Bettencourt stated that it was mostly residential then. Councilor Hatch made a lot of
13 good points. He stated that they needed to balance the environment and the need for residential
14 housing. They did not want to have a concrete jungle. Councilor Bettencourt stated that he had a
15 hard time with this Article.

16
17 Chairman Stacey stated that they needed recreation property in the community. Some of this
18 property would be great for recreation for children.

19
20 Councilor Sweeney asked if the Conservation Commission would work with them about more
21 active recreation on the property they owned.

22
23 Ms. Brust stated that they had been looking into doing more recreation on parcels that they
24 owned. There was a parcel that could be converted to baseball fields.

25
26 Chairman Stacey stated that they were always looking for recreation especially after the Rams
27 had to play in Pelham because there was no place in Salem.

28
29 Ms. Brust stated that parcel would work.

30
31 **MOTION:** by Councilor Wright

32 ***Move to remove the proposed Article 14 regarding the Land Use Change Tax from the 2026***
33 ***annual Town Meeting Warrant/Ballot.***

34 **SECOND:** by Councilor Hatch

35
36 Councilor Sweeney stated that he came to the meeting to support this. It was all taxpayer dollars.
37 There were second and third level effects from buying land for conservation. He did not want the
38 Conservation Commission buying up the land and would rather they live off the interest. It was a
39 conversation for later to discuss the balance of recreation and conservation. He would support
40 the motion.

41
42 Councilor Bettencourt stated that he hoped that the Conservation Commission heard the need for
43 recreation space. He had wanted to look at working with the schools regarding recreation spaces
44 in town.

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

46 **The motion passed unanimously.**

1 Manager Devine stated that Article 15 was to transfer funds from the Anniversary Committee
2 into the Anniversary Trust Fund. It had no tax impact. The next one was a two-part question in
3 Articles 16 and 17. The first part was Article 16 on setting up a Municipal Transportation Fund
4 for use on transportation projects. It had no tax impact as it was just to establish the fund.
5 Chairman Stacey stated that it tied in to Article 17 so they should move to that since it was an
6 increased tax to people.

7
8 Manager Devine stated that Article 17 was to establish a \$5 fee that would go into that
9 transportation fund.

10
11 Chairman Stacey stated that she was absolutely opposed to this. They had the Town Clerk in
12 talking about all of the increased fees on the State side. She did not want to pay more for
13 transportation costs than what was in the budget, so she did not support this fee.

14
15 **MOTION:** by Councilor Bettencourt

16 ***Move to remove the proposed Article 17 regarding the transportation fee from the 2026***
17 ***annual Town Meeting Warrant/Ballot.***

18 **SECOND:** by Councilor Pelletier

19
20 Councilor Hatch stated that if Article 17 was used correctly then they would not have CART in
21 the Operating Budget. Article 16 was too broad for him. The money could be used for sidewalks.
22 CART was \$50,000 now, but it could be more in the future. If it had been more limited in scope,
23 then he would have been in favor of it.

24
25 Councilor Withrow stated that they should be negotiating CART way better than they did. She
26 did not like the idea of implementing something new and having it increase. If it could be
27 limited.

28
29 Manager Devine stated that it was set by RSA. If the Legislature amended it, the Town would
30 have to go back and amend it through a Warrant Article.

31
32 Councilor Wright asked if the fee could be less than \$5.

33
34 Manager Devine answered yes.

35
36 Councilor Pelletier stated that he felt that this was just another way to dig deeper into people's
37 pockets.

38
39 Councilor Bettencourt stated that the timing could not be worse for this idea. The State was
40 increasing fees while also removing the inspection requirement. He opposed it in general, but
41 this was a particularly bad time for it.

42
43 Chairman Stacey stated that CART was in the budget. They had the ability to say \$0 and this
44 year they were pretty close to doing that. People were only paying a little. There should be more
45 buy-in from the users. The taxpayers were subsidizing it. The County was reviewing their
46 spending on these types of entities. The Town needed to do the same. She could not support this

1 Warrant Article. Article 16 was very broad. It was like another Road Program. One where the
2 funds would be difficult to access. Chairman Stacey stated that she could not support this.

3
4 Councilor Bryant asked if they should remove Article 16 if they were removing Article 17. It
5 was not mentioned in the motion.

6
7 Councilor Pelletier stated that they should amend the motion.

8
9 Councilor Wright stated that if they had had this fund in the past, they could have funded
10 projects like Ermer Road. It could help support the Road Program. She liked it, but not at \$5.
11 They could set a lower fee.

12
13 Chairman Stacey stated that she did not think that the purpose of this fund was to supplement the
14 Road Program.

15
16 Manager Devine stated that it was not.

17
18 Chairman Stacey stated that it was a whole different animal.

19
20 Manager Devine stated that it would be for the Council to expend from and it would most likely
21 be used as a match when impact fees were being expended.

22
23 Chairman Stacey asked if Article 16 could be moved forward without being funded.

24
25 Manager Devine answered yes.

26
27 Councilor Bettencourt stated that was why he did not blend the questions.

28
29 Councilor Hatch asked what the purpose of keeping Article 16 was if they were not going
30 forward with Article 17. They might as well get rid of it as well.

31
32 Councilor Bryant stated that they could bring it up when they need it.

33
34 Manager Devine stated that the only reason to keep it was if they wanted to explore it in future
35 years. They would only have to bring the question of how much was being raised if that
36 happened.

37
38 Councilor Bettencourt stated that he would amend his motion.

39
40 **MOTION:** by Councilor Bettencourt

41 *Move to remove the proposed Article 16 and Article 17 regarding the transportation fee from*
42 *the 2026 annual Town Meeting Warrant/Ballot.*

43 **SECOND:** by Councilor Pelletier

44
45 Councilor Sweeney asked if they brought it back in the future would it be reducing spending
46 dollar for dollar.

1 Councilor Hatch stated that it was too broad.

2
3 Chairman Stacey stated that it covered things that fell under grants.

4
5 Councilor Sweeney stated that in that case they would only have to do the 20% match using this
6 fund.

7
8 Chairman Stacey stated that they had Recreation Impact Fees that could be used as an offset for
9 things that impacted recreation.

10
11 **VOTE: 8-1-0**

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

13
14 Manager Devine stated that they would remove Article 14, 16, 17. The fire engine would wait
15 until the Public Hearing. He asked for a vote in support of the remaining ones so that they could
16 be placed on the ballot. They would be renumbered based on the removals.

17
18 Chairman Stacey asked for the numbers of the Articles that needed a vote.

19
20 Manager Devine stated that Articles 8 and 9 were done. Articles 10, 11, 12, 13, and 15 needed to
21 be voted on.

22
23 **MOTION:** by Councilor Bryant

24 ***Move to forward the following Warrant Articles to the 2026 annual Town Meeting***

25 ***Warrant/Ballot with recommendation: proposed Warrant Articles 10, 11, 12, 13, and the new***
26 ***Article 14 (previously 15).***

27 **SECOND:** by Councilor Withrow

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

29 **The motion passed unanimously.**

30
31 **d. Town Manager Update/Questions from the Council**

32 Manager Devine stated that there were some upcoming closures at Town Hall and the Transfer
33 Station. They were both closed on Christmas and New Year's Day and closing early the day
34 before. There was a Christmas Party at the Town Hall on the 17th. The Transfer Station would
35 have extended hours on the Tuesdays before Christmas and New Year's Day.

36
37 Councilor Hatch asked if the long hours should have been done on the day after Christmas and
38 the New Year's.

39
40 Manager Devine stated that he would talk with Municipal Services about that, but he could not
41 promise anything. The Bridge Street Bridge would be closed on January 12, and work was
42 expected to take ten months before it reopened. They would be putting up message boards and
43 other efforts to notify the public as the bridge will be completely closed during construction.

44
45 Councilor Pelletier asked about opening the road by the water tower to bypass that closure.

1 Manager Devine stated that he could have staff look into that.

2
3 Chairman Stacey stated that they could cut through the development to get across as well.

4
5 Manager Devine stated that the people who travel this will get used to it quickly. It was everyone
6 else that would need to be aware of it. There was a push-in for the new fire engine at Station 3 on
7 December 22nd at 2:30 PM. They were having a Local Government Academy again with signups
8 by January 5th. It was being limited to 25 people due to space concerns. Manager Devine thanked
9 Ford Flower Company for donating the wreath at Town Hall. The Southern NH Tour of Lights
10 was back and there were two Salem routes showing participating houses. There was a public
11 information meeting on Wednesday December 17th at 6PM at the Town Hall on the CMAQ
12 Grant for Phases 4 and 5 of the Bike-Ped Corridor. The Economic Development Committee was
13 doing a commuter consensus survey which closed on December 20th. Access to Building Permit
14 records had been added to MapGeo now. Representatives from Vision Appraisal were going out
15 to work on the 2026 Property Revaluation. They would have ID to prove who they are. The
16 Revaluation also required the DRA to audit all of the Current Use parcels so the Assessing
17 Department would be sending letters out to all property owners with land in Current Use.

18
19 Councilor Bryant stated that they had a Police Station Building Committee and the project was
20 still under budget. Steel showed up on time for the roof construction. Roofing would be done by
21 the middle of January.

22
23 Councilor Hatch asked for the true number on the Veterans Tax Credit.

24
25 Manager Devine stated that there were two different credits. The one Salem adopted had a
26 maximum of \$5,000.

27
28 Councilor Hatch stated that Massachusetts was giving money to the Merrimack Valley Transit
29 Authority which was planning to expand service into Salem. It was a test year and the reason for
30 this was the Mass General office in Salem. A lot of patients switched from Haverhill to the
31 Salem location to follow their doctors. He stated that they needed to be looking into that.

32
33 Manager Devine stated that they were looking into it and he had planned to bring it to the next
34 meeting.

35
36 Councilor Hatch stated that he felt it would be good to have more stops than just at the Tuscan
37 Village.

38
39 **MOTION:** by Councilor Hatch

40 ***Move that the Town Council votes to reconsider the Charter Amendment to dissolve the***
41 ***Budget Committee***

42 **SECOND:** by Chairman Stacey

43
44 Chairman Stacey asked Councilor Hatch for his discussion.

1 Councilor Hatch stated that now that his emotions had calmed down. He had heard a lot from his
2 customers that they did not want to get rid of the Budget Committee. The optics were not good
3 for either the Town Council or the Budget Committee. The issue was really with how one or two
4 people approached things and said what they said. Councilor Hatch stated that he wanted to get
5 rid of the Budget Committee, but he felt that the votes were not there for it to pass. It would drive
6 out the 'no' voters.

7
8 Councilor Withrow stated that she disagreed because she felt that there was a better way to do
9 things. She liked the idea of having a Finance Committee look at things during the development.
10 Some of the people on the Budget Committee did not seem to understand what was happening.
11 They needed to commit to a Finance Committee which would be more transparent because they
12 would be there through the whole process.

13
14 Councilor Bettencourt stated that he appreciated the comments from Councilor Hatch. He had
15 tried to get everyone to separate the emotions from the discussion. Councilor Bettencourt stated
16 that he had been discussing this on social media. The one comment that bothered him was the
17 idea that he was condoning what happened by supporting the existence of the Budget
18 Committee. He did not agree with what happened this year. If they were repealing and replacing
19 it with something else, then it would be a better way. That would strike people better. The vast
20 majority of the comments he received were passionate in support of the Budget Committee. His
21 concern was that the Article would bring out those who were passionate in support of the Budget
22 Committee and they would vote against other things. The idea of the Finance Committee was
23 worthwhile, but it needed to be developed more.

24
25 Councilor Pelletier stated that his question was how many hands did they need in the process. He
26 felt that the Budget Committee did not have enough knowledge for the decisions they were
27 making. The CIP was the start of the process, and they saw the immediate impacts from the
28 Department Heads. People did not see it because they did not know about it.

29
30 Councilor Wright stated that she was hearing a lot of support to eliminate the Budget Committee.

31
32 Councilor Hatch stated that the system had the next step in the process become the owner of the
33 Budget. The Budget Committee had ownership until Deliberative Session when the people took
34 over. The one thing his customers said most was that this step would bring them closer to being a
35 city. They did not want to be a city. He felt that there were a lot more of those people than there
36 were of the people in support of eliminating the Budget Committee.

37
38 Councilor Bryant stated that he had always had a hard time with the Budget Committee being
39 advisory and yet they had the final say on the budget before it went to the voters. The Town
40 Council is elected to run the Town on behalf of the taxpayers and then the advisory committee
41 gets to do what was done this year.

42
43 Councilor Bettencourt stated that the argument about too many cooks in the kitchen was
44 understandable. The decision on the Budget Committee also impacted how the School Budget
45 was prepared. He did not believe the School's budget process had as many public committees
46 involved as the Town did. The blanket cut was not how he approached the budget process. They

1 would have jumped on having a joint meeting. In his last year on the Budget Committee, they
2 could not get the information they requested from the Town and had to do a back of the Budget
3 cut because there was no choice. The Board of Selectmen replied with restoration articles. They
4 eventually worked things out. It also showed that there was a safeguard regarding an out-of-
5 control Budget Committee. There were safeguards in the process, and they had the ability to try
6 to put money back in at Deliberative Session.

7
8 Chairman Stacey stated that she supported the motion two weeks ago because of what happened
9 with the \$2 million cut. Councilor Bettencourt brought up a good point about what would happen
10 with the School Budget oversight. There did not seem to be much oversight this year. That fact
11 was concerning to her. Any Finance Committee would only affect the Town. She would support
12 this motion because of that fact.

13
14 Councilor Hatch clarified that this motion was just for reconsideration and another motion would
15 be needed to actually remove the Article.

16
17 Chairman Stacey stated that was correct.

18
19 **VOTE: 4-5-0**

20 **The motion failed with Councilor Stramaglia, Councilor Bettencourt, Councilor Hatch,**
21 **and Chairman Stacey in favor.**

22
23 Councilor Withrow stated that there was talk about the Town presenting a 14% increase at a
24 recent Budget Committee Meeting. It was new number for her, and she asked the Town Manager
25 about it.

26
27 Manager Devine stated that there was mention that with the current budget and Warrant Articles
28 that the budget could be up 14%. They met with the Chairman of the Budget Committee to try to
29 understand where he was getting those numbers from because they could not replicate that
30 number. They had the meeting and the number from the Chairman was correct given how he
31 formulated the budget, but that was not how the Town formulated the budget. Manager Devine
32 stated that the Chairman had removed the sidewalk revenue but left the expenditure in the
33 budget. The other spreadsheets that the Chairman had showed the 8% and 4% that were closer to
34 the actual costs of Options 1 and 2.

35
36 Councilor Withrow stated that the math was correct, but it was not possible to have the budget
37 that he calculated.

38
39 Manager Devine stated that by law, it was not possible to budget the way the Chairman had done
40 it for his 14% calculation. He also stated that the bus would be stopping at Aldi in addition to the
41 Tuscan Village.

42
43 Chairman Stacey stated that she would be doing a seminar at the Senior Center regarding
44 property fraud on Thursday morning at 9:30 AM.

13. Old Business/Tabled and Pending

None

14. Upcoming Meetings

- January 12, 2026
- January 14, 2026
- January 26, 2026

ADJOURNMENT AT 9:19 P.M.**MOTION:** by Councilor Bryant***Move to adjourn at 9:19 PM.*****SECOND:** by Councilor Stramaglia**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 JANUARY 14, 2026**

	<u>TYPE OF ITEM SIGNED</u>	<u>DATE SIGNED</u>	<u>SIGNATURE or VOTE</u>
1	Assessing - Solar Exemption (deny)	01/03/26	DocuSign
2	Assessing - Solar Exemptions (approve)	01/09/26	DocuSign
3	Assessing - Veteran Exemptions (approve)	01/07/26	DocuSign
4	Finance - Utility Abatement (Riversedge Dr. & Kelly Rd)	12/29/25	DocuSign
5	Cemetery Deeds	01/14/26	In Person



TOWN OF SALEM, NEW HAMPSHIRE

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

OFFICE OF THE TOWN MANAGER

Joseph R. Devine, Town Manager
Colleen P. Mailloux, Assistant Town Manager

MEMO

DATE: December 31, 2025
TO: Salem Town Council
FROM: Colleen P. Mailloux, Assistant Town Manager
RE: **Salem Rail Trail Preservation Expendable Trust**

A group of individuals (Linda Harvey, Bob Harvey, Dave Topham, Larry Belair and Mike Banks) would like to make a donation to the Town for the long-term preservation of the Salem Rail Trail.

In coordination with the Finance Department and Town legal counsel, it was determined that the best mechanism to do so would be through the establishment of a private expendable trust and a donation agreement. RSA 31:19 and RSA 31:19-a authorize municipalities to accept gifts and donations and to establish expendable trusts for designated public purposes.

A Salem Rail Trail Donation Agreement has been prepared and has been reviewed by Town's legal counsel that establishes the Donor's intent and the permissible expenditures from the trust. The Town Council will be the authorized agents to expend from the trust, upon recommendation of the Municipal Services Director.

Recommendation:

The Town Council adopt Resolution 2026-01, accepting the initial donation, establishing the Salem Rail Trail Preservation Expendable Trust, and approving the proposed Donation Agreement.

SALEM RAIL TRAIL DONATION AGREEMENT

The Town of Salem, of the State of New Hampshire, by and through its Town Council, (the “**Town**”), and Linda Harvey, Robert Harvey, David Topham, Laurence Belair, and Michael Banks (collectively the “**Donors**”) (the Town and the Donors collectively, the “**Parties**”) hereby enter this Salem Rail Trail Donation Agreement (“**Agreement**”):

WHEREAS the New Hampshire Department of Transportation (“**NHDOT**,” and sometimes herein the “**State**”) owns a rail corridor, formally known as the Salem Bike-Ped Corridor;

WHEREAS the Town manages said Salem Bike-Ped Corridor for the use and enjoyment of bicyclists and pedestrians, under a certain contract with NHDOT dated July 16, 2012, attached hereto as Exhibit A;

WHEREAS the Donors and the Town wish to establish a certain municipal trust fund in accordance with RSA 31:19, :19-a, and §3.12 of the Salem Town Charter to be known as the **Salem Rail Trail Preservation Expendable Trust Fund (the “Fund”)**;

WHEREAS, this Agreement is intended to establish the Donor’s intent and the permissible expenditures related to said Fund;

NOW, THEREFORE, for the consideration, covenants, and promises set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Name of Fund: The Fund hereby established shall be known as the “**Salem Rail Trail Preservation Expendable Trust Fund.**”
2. Initial Contribution: The Donors shall each make an initial contribution of ten dollars (\$10.00) in January of the year 2026, thereby establishing the Fund. No further gifts are contemplated as of the date of this Agreement establishing the Fund. The Fund may, however, accept further contributions from the Donors and from any other legally permissible source for the purposes in Section 3, below.
3. Purpose: The general purpose of the Fund is to provide a resource for public purpose of the long-term preservation of the “Salem Rail Trail,” as such term is defined herein. The Town may expend the principal and income from such Fund for the purpose of the preservation, repair, maintenance, and enhancement of the Salem Rail Trail.

4. “Salem Rail Trail” Defined: The Salem Rail Trail shall, for purposes of the Fund, include the State-owned Manchester and Lawrence Railroad corridor, from the Windham, New Hampshire municipal boundary with the Town (RR Valuation Station 1836+70) along the right of way to the Massachusetts State Line/Methuen, Massachusetts municipal boundary with the Town (RR Valuation Station 1567+28.2). The Salem Rail Trail is identified on the tax maps of the Town as property ID 54/12069, 72/11091, and 151/12213 and is further depicted in Exhibit B hereto. The Salem Rail Trail shall include, but shall not be limited to, the subgrade, base course, and surface courses related to any paved portions of the Salem Rail Trail, as well as all structures, infrastructure, and improvements related and appurtenant to the Salem Rail Trail.
5. Expenditures: In making expenditures from the Fund, the following terms shall apply:
- (a) Expenditures out of the Fund shall primarily be used for maintenance and repair of the Salem Rail Trail, including, by way of example and not limitation:
 - (i) Rail trail surface replacement and repairs of paved areas;
 - (ii) Rehabilitation of damaged asphalt, mill, and overlay, trail widening, and repair of potholes, depressions, bulges from tree roots, and like damage;
 - (iii) Repair or replacement of damaged structures, e.g., fences, bridges, gabion walls, culverts, kiosks, benches, tables, and view stands;
 - (iv) Drainage correction;
 - (v) Vegetation management and plant and tree replacements;
 - (vi) Purchase of equipment dedicated principally to permissible maintenance identified herein (If this equipment is used for Town facilities other than the Salem Rail Trail, such as sidewalks or streets, the amount expended from the Fund shall be a prorated amount, based on the use dedicated to the Salem Rail Trail.);
 - (vii) Hiring contracted and subcontracted labor, equipment leasing and rental, and the purchase of tools and materials related to permissible preservation, maintenance, or enhancement activities (If this labor is used for other Town purposes, the amount expended from the Fund shall be a prorated amount, based on the use of labor dedicated for the Salem Rail Trail.); and

- (viii) Atypical maintenance activities arising from unforeseen circumstances, including, but not limited to, repairs and maintenance arising from storm damage, vandalism, negligent or reckless misconduct, or wildlife.
- (b) Expenditures out of the Fund shall **NOT** be used for any of the following:
 - (i) The payment of Town employee wages or benefits (except for overtime compensation as may be required due to an event identified in Section 5(a)(viii));
 - (ii) Routine maintenance of the Salem Rail Trail or contract labor for routine maintenance of the Salem Rail Trail, “routine maintenance” in such case referring to maintenance activities (including but in no way limited to weed whacking, mowing, mulching, planting, watering, and weeding) that regularly take place at least once per year and are necessary to preserve the Salem Rail Trail in a condition usable by the public; or
 - (iii) Completion of (or contribution to completion of) any sections of the Salem Rail Trail which are not yet completed as of the date of this Agreement (i.e., sections which have not yet been paved), including the use of the Fund as a “match” for any grants or for any cost overruns related to the completion of such uncompleted portions of the Salem Rail Trail.
- (c) As part of the performance of any activities which are expected to be funded through monies in the Fund, before expending such monies, the Town shall exercise reasonable diligence in researching, applying for, and pursuing available grant funds as may be available for such activities. This requirement shall not delay expenditures necessary for public safety or to prevent substantial asset degradation. Nothing in this section shall require the Town to accept such grant funds if the Town Council determines, in its discretion, that the terms and conditions accompanying the acceptance of such grant funds are not in the Town’s best interest.
- (d) All expenditures out of the Fund shall be recommended to the legislative body of the Town, currently named its “Town Council,” by the municipal department responsible for maintaining assets of the Town, currently the Town’s Municipal Services

Department. In making such recommendations, said Municipal Services Department shall present justification(s) for expenditure, project estimate(s), and the amount of funds recommended for expenditure.

- (e) All expenditures out of the Fund shall be approved by the legislative body of the Town, currently named its “Town Council,” subject to Town Council’s discretion pursuant to the purposes of this Agreement. Pursuant to RSA 31:19-a, the Town Council is designated as the agent to expend from the Fund.

6. Financial Management: The following requirements shall apply to the financial management of the Fund:

- (a) The Fund shall be a municipal trust fund subject to any of the relevant statutes under RSA 31:19-31:38-a. The Fund shall not be commingled with any taxpayer funds paid to the Town.
- (b) The Town may accept other donations to the Fund, including, but not limited to, cash, stocks, bonds, mutual funds, bequests, insurance policy proceeds, charitable gift annuities, trust distributions, real estate, personal property, or any other gift, whether current or deferred. Upon acceptance of such other donations, such donations shall be considered further principal of the Fund and subject to all restrictions and limitations set forth in this Agreement.
- (c) The Town’s Trustees of Trust Funds shall be the custodian of the principal and income of the Fund in accordance with RSA 31:22. The Trustees shall be responsible for the custody, management, and investment of the Fund and shall perform all such lawful functions related to the Fund as may be required, customary, and incidental for similar trust funds under New Hampshire and in accordance with 5.13 of the Salem Town Charter.
- (d) The principal and income of the Fund shall only be expended consistent with the terms and purposes of this Agreement, New Hampshire law, and policies of the Town.

7. Gifts to the Fund: The following requirements shall apply to gifts to the Fund:

- (a) All gifts to the Fund are irrevocable and shall not be returned to any Donor unless the Town determines, after review of all surrounding facts and circumstances and prior to expenditure of such gift, that a gift was made because of a Donor’s mistake.

- (b) The Town shall, to the extent permissible under RSA Chapter 91-A, honor the request of any donor to remain anonymous.
 - (c) The Town shall promptly deliver to any donor a receipt for any completed gift to the Fund.
8. Modification of Restrictions on Fund: The following requirements shall apply to the continuation or modification of restrictions on the Fund:
- (a) If the Salem Rail Trail shall revert to the control and management of NHDOT or another third party, such that the Town no longer has authority over the preservation and maintenance of the Salem Rail Trail, then the Town may expend the then Fund principal and income for the purpose of sidewalk maintenance within the Town.
 - (b) If for any reason, other than that specified in the immediately foregoing paragraph (a), administration of the Fund pursuant to the above-described purpose and/or other restrictions has become impossible, illegal, or inoperative, the Town may expend the then Fund assets for the purpose of sidewalk maintenance within the Town and a notice of such shall be posted in two appropriate places, one of which may be the Town's internet website.
9. Severability; Jurisdiction; Miscellaneous:
- (a) In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in full force and effect.
 - (b) This Agreement reflects the complete agreement of the Parties. The Parties acknowledge that there are no promises, covenants, warranties, or representations, either express or implied, except for those that are set forth in this Agreement.
 - (c) This is a New Hampshire agreement and shall be interpreted in accordance with the laws of the State of New Hampshire.
 - (d) This Agreement shall only be modified or amended in a writing signed by all Parties.
 - (e) In the event of disagreement in the interpretation, application, or construction of this Agreement, such dispute shall be submitted to the Rockingham County Superior Court, to the jurisdiction of which all Parties submit.
 - (f) Paragraph headings are for identification purposes and have no substantive meaning.

- (g) This Agreement may be signed in counterpart originals, and electronic signatures and copies, including electronic and facsimile copies of original signatures, will be deemed to be original signatures.

This Agreement, accepted by the Town of Salem, Linda Harvey, Robert Harvey, David Topham, Laurence Belair, and Michael Banks, is hereby entered into this ____ day of January, 2026.

TOWN OF SALEM
By its Town Council:

By: _____
Cathy Ann Stacey, Chair

By: _____
Jeffrey Hatch, Vice-Chair

By: _____
Lisa Withrow, Secretary

By: _____
DJ Bettencourt, Member

By: _____
Robert F. Bryant, Member

By: _____
Paul Pelletier, Member

By: _____
Keith Stramaglia, Member

By: _____
Joseph F. Sweeney, Member

By: _____
Bonnie Wright, Member

DONORS:

Linda Harvey

Robert Harvey

David Topham

Laurence Belair

Michael Banks

(Donors' Signature page to Salem Rail Trail Donation Agreement)



TOWN OF SALEM, NEW HAMPSHIRE
By the Salem Town Council

Resolution #2026-01

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

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

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

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

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

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

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

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

The Salem Town Council hereby establishes the Salem Rail Trail Preservation Expendable Trust Fund for the purposes of long term preservation of the Salem Rail Trail subject to the considerations set forth in the Salem Rail Trail Donation Agreement, with the Salem Town Council designated as the authorized agents to expend from the trust, and further approves the Salem Rail Trail Donation Agreement as presented.

First Reading: January 14, 2026

Second Reading: Waived

Approval: January 14, 2026

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

Approved: _____
Cathy Ann Stacey, Chair Town Council

A True Copy Attest: _____
Nicole Morse, Town Clerk



TOWN OF SALEM, NEW HAMPSHIRE

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

OFFICE OF THE TOWN MANAGER

Joseph R. Devine, Town Manager
Colleen P. Mailloux, Assistant Town Manager

MEMO

DATE: December 24, 2025
TO: Salem Town Council
FROM: Colleen P. Mailloux, Assistant Town Manager
RE: **Salem Youth Soccer Association – Morse Field Management Agreement**

In September 2025, the Town and the New Hampshire Department of Transportation (NHDOT) finalized a use and occupancy agreement for Morse Field. This agreement includes provisions for the Town to allow a third party to use and manage the property under a management agreement, with approval by NHDOT.

A draft Management Agreement has been prepared between the Town and the Salem Youth Soccer Association, which has maintained and utilized the field for many years. The Municipal Services Department and Parks and Properties Foreman provided input in updating the Town's standard management agreement to address maintenance responsibilities that are unique to Morse Field. NHDOT has approved the draft agreement.

Recommendation:

The Town Council adopt Resolution 2026-02, authorizing the Town Manager to sign the Management Agreement with Salem Youth Soccer Association for Morse Field.

**MANAGEMENT AGREEMENT AS BETWEEN
THE TOWN OF SALEM, NEW HAMPSHIRE AND
SALEM YOUTH SOCCER ASSOCIATION, INC
(A NEW HAMPSHIRE NON-PROFIT CORPORATION)**

INTRODUCTION

WHEREAS Salem Youth Soccer Association, Inc. ("Salem Youth Soccer"), having a business address of P.O. Box 209, Salem, NH 03079, is a not-for-profit corporation qualifying as a charitable organization under §501(c)(3) of the Internal Revenue Code as amended, with the mandate to design, build and maintain a multi-purpose ball field in the Town of Salem, NH on land which is subject to a Use & Occupancy Agreement between the Town of Salem, NH and the State of New Hampshire Department of Transportation, Map 127 Lot 8877, Cluff Crossing Road, Salem, NH; and,

WHEREAS Salem Youth Soccer assisted the Town of Salem, New Hampshire in managing and maintaining the Morse Field multi-purpose ball field and grounds consisting of a 6.0-acre parcel of Map 127, Lot 8877 (hereinafter "Morse Field") and

WHEREAS the Town of Salem, a New Hampshire municipal corporation with a business address of 33 Geremonty Drive, Salem, NH 03079 (hereinafter "Grantor") and Salem Youth Soccer (hereinafter "Grantee") desires to enter into a certain Management Agreement under RSA 35-B for the ongoing management and maintenance of Morse Field for the coordination of recreation and to protect and enhance the investment of the citizens of the Town of Salem at the Salem Youth Soccer; therefore it is;

AGREED UPON between the Town of Salem, New Hampshire and Salem Youth Soccer, that Salem Youth Soccer is awarded the right and hereby agrees to manage, maintain and operate Morse Field along with the land and structures (hereinafter "PREMISES") under the following terms and conditions. In particular under this award of right, Salem Youth Soccer agrees to provide over-sight for Morse Field, to manage the grounds and facilities, to plan and execute appropriate programs, and to provide on-going financial support and accountability for the projects in the future; reserving, however, to the Town of

Salem, New Hampshire, through its Community Services Department, the right to use the PREMISES for Town recreation programming; with permission for such shared use not to be unreasonably withheld by Grantee. The following terms and conditions shall specifically apply:

MANAGEMENT AGREEMENT

1. TERM.: Period from January 1, 2026 to December 31, 2028. This agreement is contingent upon the Use and Occupancy Agreement between the Town of Salem and the State of New Hampshire Department of Transportation dated September 23, 2025 and may be interrupted by the State in accordance with that agreement.

2. PROPERTY: Grantee shall have the right to manage the PREMISES located within the 6.0 acre parcel, Map 127, Lot 8877 situated on Cluff Crossing Road, Town of Salem, New Hampshire, commonly known as "Morse Field".

3. RENT: None.

4. DEFINITION: Vendor - An individual or business that sells goods or services to another business, individual, or government organization

5. USE: The premises are to be used for public recreation and other lawful purposes associated with the operation of an athletic field.

6. USES PROHIBITED: Grantee shall not use any portion of the premises for purposes other than those specified herein, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property, or that would otherwise violate the terms of the Use and Occupancy Agreement between the State of New Hampshire and the Town of Salem dated September 23, 2025, a copy of which is attached hereto. Grantee shall not conduct or permit any sale of any alcoholic beverages upon the premises, and no parking shall be allowed on the premises.

7. ASSIGNMENT AND SUBLETTING: This Agreement grants upon and to Salem Youth Soccer sole and exclusive rights enumerated herein and may not be assigned by Grantee to any other person(s), corporation, association or entity of any kind or nature. Any assignment without consent of the

Grantor shall be void and, at the option of the Grantor shall be deemed a breach of the Agreement hereof, except as described in paragraph 13. Assignment under this section shall include any contract or agreement with any third-party vendor, to perform any services on behalf of the Grantee at the identified property, or to engage in any of the rights provided in this agreement. Prior to entering any agreement or contract with any third-party vendor to perform any action on the property, the Grantee shall notify the Grantor in writing and obtain written permission from the Grantor. The Grantor shall have the exclusive right to grant or deny permission to the third-party vendor. Grantee must ensure that its approved vendor comply with the terms of this Agreement. Prior to any permission being granted, the 3rd party shall agree to indemnify the Grantor and the State of New Hampshire, and shall further produce written evidence of liability insurance coverage in the same amount required of Grantee in paragraph 10 of this Agreement. The liability coverage shall name the Grantor (Town of Salem) and the State of New Hampshire, it officials, agents, employees and volunteers as additional insured, and Grantee's vendor must provide proof of coverage by way of an acceptable insurance certificate as specified in paragraph 10 of this Agreement.

8. ORDINANCES AND STATUTES: Grantee, and any vendor, shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Grantee and/or any vendor.

9. MAINTENANCE, REPAIRS, ALTERATIONS: Grantee accepts and acknowledges responsibility for repairs and maintenance to the premises. Grantee shall, at its own expense and at all times, maintain the premises in good and safe condition, including grounds, lawns, etc. and other systems or equipment upon the premises.

10. INSURANCE AND INDEMNIFICATION: At all times during the term of the Agreement and any extension, the Grantee shall purchase and maintain, at its expense, General Liability Insurance applicable to the Grantee's activities, occupancy, use, and those of its officers, directors, employees, invitees, third party designees and agents at the premises and all parking areas on the

premises, in an amount of not less than one million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate, naming Grantor and its officials, agents, employees and volunteers as an additional insured. Grantee's general liability policy must contain contractual liability coverage applicable to the contractual indemnification obligations set forth. The Grantee shall further provide a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured concerning liability arising from the use and/or occupation of State-owned premises under this Agreement."

- A. At all times during the term of the agreement and any extension, the Grantee shall purchase and maintain, at its expense, fire, and other casualty insurance on the contents of the premises, including Grantee's equipment, furnishings, inventory, and other personal property which may, from time to time, be located at the premises at repair or replacement cost. Grantee shall be named as loss payee.
- B. At all times during the term of the agreement and any extension, if applicable, Grantee and any contractor or subcontractor shall purchase and maintain, at its expense, workers' compensation coverage meeting State of New Hampshire required limits and providing employer's liability coverage.
- C. Prior to commencement of the Agreement, and annually thereafter, Grantee, and any vendor, must furnish to Grantor a certificate of insurance proving it carries the insurance described above. The certificate must indicate that the Grantor and its officials, agents, employees and volunteers are named as an additional insured on Grantee's general liability policy on a primary and noncontributory basis. Grantee shall also provide an additional insured endorsement. If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the requirement for an endorsement may be fulfilled by submitting that document along with a signed declaration page referencing the blanket

endorsement or policy form. Such documentation must be provided to Grantor prior to Grantee's occupancy of the premises and annually thereafter. Grantee agrees it will advise the Grantor, in writing, of any coverage cancellation of the required coverages no less than ten (1 0) days prior to cancellation.

- D. To the fullest extent of the law, the Grantee shall defend, indemnify and hold harmless the Grantor and the State of New Hampshire, and their officials, agents, volunteers, 3rd party designees and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this agreement or the activities of Grantee or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties. Grantee's obligation to defend and indemnify the Indemnified Parties shall survive the expiration and/or termination of this Agreement.

11. UTILITIES: Grantee agrees the cost of electricity for normal electric use and for all special events is to be borne by the Grantee and shall not be permitted to become an obligation of the Granter.

12. GROUNDS AND PROPERTY MAINTENANCE EXPENSE: The Grantee agrees to assume the cost and expense of all routine maintenance and upkeep, cleaning, and other incidental costs associated with the maintenance of the premises. The Grantor, however, will be responsible for trash collection and litter pickup.

- A. The Grantor will provide portable toilets for public use.
- B. The Grantor may use its best efforts to reduce the Grantee's cost of maintenance

by jointly purchasing material used by both the Grantor and Grantee when it purchases said materials.

- C. The Grantor will plow and sand the parking lot when necessary.
- D. The Grantee is responsible for the opening and winterization of the irrigation system and maintenance of the irrigation control system and timing.
- E. The Grantor will be responsible for repairs, if needed, to the irrigation system and well pump.
- F. The Grantor will fertilize all common areas outside of the PREMISES.
- G. The Grantor will maintain the existing shed.

13. SIGNS: Grantor understands and acknowledges that Grantee has or will install certain signs on the premises announcing the name of the park and other matters, including special events to be held from time to time, consistent with Town of Salem ordinances and zoning regulations as applicable. Grantee will bear the cost of providing any and all such signs. Grantor may also install signage on the premises advising of park rules and regulations and Town policies applicable to the PREMISES.

14. VOLUNTARY OR INVOLUNTARY DISSOLUTION OF CORPORATION: In the event that Salem Youth Soccer shall either voluntarily or involuntarily be dissolved, this Agreement shall automatically terminate and be of no further force and effect.

15. REMEDIES OF GRANTOR ON DEFAULT: In the event of any material breach of this Agreement by the Grantee, Grantor may at its option, terminate the Agreement and recover from Grantee the possession of the premises with all improvements thereon. The Grantor shall deem any material breach of Salem Youth Soccer to be a breach of the within Agreement, specifically meaning and intending to include failure to properly provide oversight for Morse Field, to manage the grounds and facilities, to plan and execute appropriate programs, or to provide on-going financial support and accountability for the project in the future.

16. WAIVER: No failure of Grantor to enforce any term hereof shall be deemed to be a waiver.

17. NOTICES: Any notice which either party may or is required to give, shall be given either in hand or by mailing the same, postage prepaid, first class mail, to Grantor at the address stated herein for Grantor, and if to the Grantee to the offices of the clerk of the Corporation, as registered with the Secretary of State, State of New Hampshire, and to the business address of the Grantee, unless either party shall advise in writing to send all legal notices to some other address.

18. HEIRS, ASSIGNS AND SUCCESSORS: This Agreement is binding solely upon the Town of Salem, New Hampshire and Salem Youth Soccer and does not insure to the benefit of any other person(s), corporation, association or entity, specifically meaning and intending to include any heirs, assigns and/or successors in interest to the parties.

19. OPTION TO RENEW: The Grantee shall have a right to renew the Agreement for two successive three-year terms on the same terms and conditions as contained herein, subject only to such modification as the parties hereto may mutually agree upon from time to time. Thereafter the parties agree to discuss future extensions of this agreement on such terms as the parties at that time agree upon.

20. LAW GOVERNING: The parties to this Agreement expressly understand and agree that this Agreement and the parties' respective rights, obligations, duties and liabilities arising thereunder shall be governed by the law of the State of New Hampshire.

21. SEVERABILITY: In the event that one or more paragraphs herein shall be deemed by a court of competent jurisdiction to be held invalid or unenforceable, said invalidity or unenforceability shall not act to invalidate or make unenforceable any other paragraph or clause contained herein and only the paragraph, sentence or wording held to be invalid or unenforceable shall drop out and cease to have any force and effect upon the parties or their respective rights under the terms of this Agreement.

22. CONDITION: Grantee specifically understands and agrees to be obligated to the terms and conditions contained in the Chapter 359, Article II of the Town of Salem Municipal Code (hereinafter the "Park Regulations") as may be published from time to time by the Town of Salem, New Hampshire. However, the parties understand and agree that the Salem Youth Soccer and its designees and not the Department of Community Services and/or the Department of Public Works Division of Parks

& Property shall assume all liability for the administration of the premises.

23. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and that this Agreement replaces any prior agreements and may be modified only by a writing signed by both parties.

24. NO RECORDING: Neither party shall record or cause to be recorded at the Registry of Deeds or other place of public notice, a copy or an abstract of the present Agreement.

25. AUTHORITY TO SIGN: The parties hereto expressly state that they have the necessary corporate authority by corporate vote or resolution or otherwise to enter into the within Agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal this _____ day of _____ 2025.

GRANTOR:
TOWN OF SALEM, NEW HAMPSHIRE

GRANTEE
SALEM YOUTH SOCCER
ASSOCIATION, INC.

By: _____
Joseph R. Devine, Town Manager
Duly Authorized

By:  12/17/2025
Jovin Ciarletta, President
Salem Youth Soccer



TOWN OF SALEM, NEW HAMPSHIRE
By the Salem Town Council

Resolution #2026-02

Salem Youth Soccer Management Agreement

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

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

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

The Salem Town Council hereby approves the proposed Management Agreement with Salem Youth Soccer for a term of January 1, 2026, to December 30, 2028 to manage and maintain the multi-purpose field at Morse Field; and further authorizes the Town Manager to execute the agreement with Salem Youth Soccer.

First Reading: January 14, 2026

Second Reading: Waived

Approval: January 14, 2026

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

Approved: _____
Cathy Ann Stacey, Chair Town Council

A True Copy Attest: _____
Nicole Morse, Town Clerk



TOWN OF SALEM, NEW HAMPSHIRE

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

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

MEMO

DATE: January 7, 2026
TO: Salem Town Council
FROM: Joseph R. Devine, Town Manager 
RE: Informational Memo – Warrant Article 07: Fire Engine-Pumper Lease/Purchase

Purpose of Memo

The purpose of this memorandum is to provide background and context regarding Warrant Article 07, which relates to the lease-purchase of a new Fire Engine-Pumper for the Salem Fire Department.

Overview of Warrant Article 07

Warrant Article 07 seeks voter authorization for the Town Council to enter into a long-term lease-purchase agreement for the acquisition of a Fire Engine-Pumper and related equipment for the Fire Department.

Specifically, the article proposes:

- Authorization for a 60-month lease-purchase agreement
- Total contract amount of \$1,350,000
- A first-year appropriation of \$295,000
- Funding through the property tax
- A projected tax rate impact of \$0.04

Because this article authorizes a long-term financing obligation, it requires approval by a 3/5 majority vote under state law.

Rationale

Fire engines are critical, long-life public safety assets. Due to their significant upfront cost and extended service life, lease-purchase financing is a commonly used and fiscally responsible approach that allows the Town to spread the cost over time while placing the apparatus into service as soon as it is delivered.

This article enables the Fire Department to replace aging equipment and maintain reliable emergency response capabilities, while avoiding the need for a full one-time capital appropriation.

Please let me know if additional detail or supplemental information would be helpful for Council discussion or public communication.

Article 07: Fire Engine-Pumper – Lease/Purchase

\$1,350,000

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

Recommendations: Town Council:

Budget Committee:

Originator: *Town Council*

Funding Source: *Property Tax*

Rate Impact: *\$0.04*

Article 15: By Petition: Isaiah 58

\$10,000

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

Recommendations: Town Council:

Budget Committee:

Background: This is a citizen petition warrant article requesting funding for Isaiah 58.

Originator: Petitioners

Funding Source: Property Tax

Rate Impact: \$0.002

Article 16: By Petition: Salem Family Resources

\$10,000

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

Recommendations: Town Council:

Budget Committee:

Background: This is a citizen petition warrant article requesting funding for Salem Family Resources.

Originator: Petitioners

Funding Source: Property Tax

Rate Impact: \$0.002

Article 17: By Petition: Upper Room

\$7,500

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

Recommendations: Town Council:

Budget Committee:

Background: This is a citizen petition warrant article requesting funding for Upper Room.

Originator: Petitioners

Funding Source: Property Tax

Rate Impact: \$0.001

Article 18: By Petition: Field of Dreams

\$10,000

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

Recommendations: Town Council:

Budget Committee:

Background: This is a citizen petition warrant article requesting funding for the Field of Dreams.

Originator: Petitioners

Funding Source: Property Tax

Rate Impact: \$0.002



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2086

Community Development Department

MEMORANDUM

TO: Town Council
Joe Devine, Town Manager

FROM: Crayton Brubaker, Community Development Program Manager
John Klipfel, Engineering Director

CC: Colleen Mailloux, Assistant Town Manager

RE: Salem Bike Ped Corridor Phase 6 Project Completion (DOT Project #41750)

DATE: January 2, 2026

Background: In 2018, the Town received a Congestion Mitigation & Air Quality (CMAQ) grant (Project #41750) from the NHDOT for the Salem Bike Ped Corridor Phase 6. The project was substantially complete on July 11, 2025 and the final completion was reached on September 19, 2025. The NHDOT final walkthrough was conducted on August 21, 2025 by Nick Sanders (NHDOT Project Manager), James Danis (Town of Salem), Patrick Hanlon (TEC, Inc.), and Steve Chabot (Busby Construction).

The recommended motion below is needed to continue with the close out of the CMAQ grant with the NHDOT.

Recommended Motion: Move that the Salem Town Council accepts the constructed project of the Salem Bike Ped Corridor Phase 6 and further authorizes the Town Manager to sign any and all documents to effectuate the close out of the CMAQ grant for NHDOT Project #41750.

PROJECT CLOSE-OUT FORMS

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 1 of 2)

OWNER'S CONTRACT NO.: 41750
AGREEMENT DATE: November 12, 2024

ENGINEER' PROJECT NO.: 1148

CONTRACT TITLE: Salem 41750/X-A004 (738), Bicycle - Pedestrian Corridor Phase VI

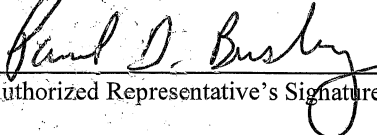
FINAL COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: 8/11/2025
ACTUAL DATE OF FINAL COMPLETION: 9/19/2025

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request dated 9/30/2025 for the above-noted construction Contract represents full compensation for the actual value of work completed. Additionally, all work completed conforms to the terms of the Agreement and authorized changes.

Busby Construction Co., Inc.
CONTRACTOR

12/24/2025
Date


Authorized Representative's Signature
Paul D. Busby, President
Name & Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the Contractor's Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the work identified on the Final Payment Request represents full compensation for the actual value of work completed and that the work has been completed in accordance with the terms of the Agreement and authorized changes.

ENGINEER

Date

Authorized Representative's Signature

Name & Title

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 2 of 2)

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$_____ and direct the Contractor's attention to the General Conditions. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires _____ year from the date of this Final Acceptance.

At a meeting of the _____ (Town Council/Selectmen/Alderman), the Owner, _____ (Name of the community) has accepted the constructed project.

Town of Salem, NH _____
OWNER

Date

Authorized Representative's Signature

Name & Title

END OF SECTION




TOWN OF SALEM, NEW HAMPSHIRE

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

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

MEMO

DATE: January 7, 2026
TO: Salem Town Council
FROM: Joseph R. Devine, Town Manager 
RE: Deliberative Session – Speaker Assignments for Warrant Articles

The purpose of this memorandum is to outline staff support assignments for each warrant article at the 2026 Deliberative Session scheduled for January 31, 2026, and to identify where Council speakers will be designated.

This memo is intended to assist with coordination and preparation ahead of the Deliberative Session.

Article 2 – Charter Amendment Number 1 (\$0)

- Council Speaker: _____
- Staff Support: J. Devine

Article 3 – Charter Amendment Number 2 (\$0)

- Council Speaker: _____
- Staff Support: J. Devine

Article 4 – Charter Amendment Number 3 (\$0)

- Council Speaker: _____
- Staff Support: J. Devine

Article 5 – Charter Amendment Number 4 (\$0)

- Council Speaker: _____
- Staff Support: J. Devine

Article 6 – Charter Amendment Number 5 (\$0)

- Council Speaker: _____
- Staff Support: J. Devine



TOWN OF SALEM, NEW HAMPSHIRE

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OFFICE OF THE TOWN MANAGER

Joseph R. Devine, Town Manager

Colleen Mailloux, Assistant Town Manager

Article 7 – Fire Engine-Pumper Lease/Purchase (\$1,350,000)

- Council Speaker: _____
- Staff Support: Fire Department

Article 8 – 2026 Operating Budget (\$71,994,466)

- Council Speaker: _____
- Staff Support: N. McGee

Article 9 – 2026 Road Construction & Engineering Program (\$3,000,000)

- Council Speaker: _____
- Staff Support: W. Amaral

Article 10 – Salem Policy Employees Association (SPEA) Agreement (\$247,906)

- Council Speaker: _____
- Staff Support: C. Mailloux

Article 11 – Salem Police Administrators Association (SPAA) Agreement (\$141,582)

- Council Speaker: _____
- Staff Support: C. Mailloux

Article 12 – OPEB Trust Fund Contribution (\$50,000)

- Council Speaker: _____
- Staff Support: N. McGee

Article 13 – Town Facility Maintenance & Improvement Capital Reserve Fund (\$50,000)

- Council Speaker: _____
- Staff Support: J. Devine

Article 14 – Anniversary Celebration Trust Fund / Electric Aggregation Plan (\$28,753)

- Council Speaker: _____
- Staff Support: C. Mailloux



TOWN OF SALEM, NEW HAMPSHIRE

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(603) 890-2120 · FAX: (603) 890-2220

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

Article 15 – Petition: Isaiah 58 (\$10,000)

- Speaker: Petitioner
- Staff Support: Petitioner

Article 16 – Petition: Salem Family Resources (\$10,000)

- Speaker: Petitioner
- Staff Support: Petitioner

To: Salem Town Council
From: Joseph Devine, Town Manager
Date: January 14, 2026
Re: Town Manager's Report



MEMORANDUM



News and Noteworthy:

Economic Revitalization Zones (ERZ) – Public Informational Session

The Town of Salem, in partnership with the New Hampshire Department of Business and Economic Affairs (NH BEA), will be hosting a Public Informational Session on Economic Revitalization Zones (ERZ) on Tuesday, January 20, 2026, at 5:30 PM in the Knightly Meeting Room at Salem Town Hall.

Economic Revitalization Zones are a state-administered incentive program designed to encourage economic redevelopment, job creation, and private investment within designated areas of the community. Businesses located within an approved ERZ may be eligible for Business Profits Tax and Business Enterprise Tax credits when making qualifying capital investments and creating new full-time jobs.

Salem currently has four designated ERZ areas, including:

- The I-93 Corridor
- Northeastern Boulevard
- Mixed-Use Commercial Area
- Garabedian Drive

These zones are strategically located to support redevelopment, reinvestment in existing infrastructure, and expansion of the Town's commercial and industrial tax base.

The informational session will provide an overview of how the ERZ program works, eligibility requirements, and how local businesses can take advantage of these incentives. Business owners, property owners, and interested members of the public are encouraged to attend.

2026 Deliberative Session – January 31, 2026

The Town's 2026 Deliberative Session is scheduled for Saturday, January 31, 2026, at 9:00 a.m. and will be held at Salem High School, 44 Geremonty Drive, Salem, NH. This annual session is a critical opportunity for registered voters to hear explanations of each warrant article and the proposed municipal budget, ask questions of Town officials and staff, and participate in public discussion prior to the final vote in March.

Under Salem's Senate Bill 2 form of government, the Deliberative Session serves as the first step of the Town Meeting process. During this session, voters may propose and vote on amendments to warrant articles or the budget; however, the final approval or rejection of articles and the budget occurs on Official Ballot Voting Day at the polls.

Key Details

- The Deliberative Session allows for public engagement, discussion, and amendment of warrant articles before they appear on the ballot.
- Any registered voter in Salem may participate in the discussions and vote on amendments during the session.
- The deadline to register to vote for participation in this process is February 28, 2026.

Deliberative Session Q&A – January 28, 2026

In advance of the Town's 2026 Deliberative Session, I will be hosting an informal Question & Answer session on Wednesday, January 28, 2026, at 6:00 p.m. in the Knightly Meeting Room at Salem Town Hall.

This event is designed to help residents prepare for the Deliberative Session by providing an opportunity to ask questions and learn more about the proposed municipal budget and warrant articles in an open, informational setting. Attendees will be able to engage in discussion, seek clarification on articles, and better understand the topics that will come before voters on January 31, 2026.

Please note that this is not a voting session; rather, it is intended strictly for discussion and information sharing to ensure residents feel informed and ready to participate in the formal Deliberative Session. All residents are encouraged to attend this session to enhance their understanding of Town business and the items that will be considered during the upcoming Deliberative Session.

Town Manager Open Office Hours – January 15, 2026

The Town will host an Open Office Hours event with the Town Manager on Thursday, January 15, 2026, from 3:30 PM – 5:00 PM in the Community Development Conference Room. This informal drop-in session provides residents with an opportunity to speak directly with me about questions or concerns regarding Town matters ahead of the Deliberative Session. No appointment is necessary, and all residents are welcome to attend.

Bridge Street Bridge Replacement Project

Construction on the Bridge Street Bridge Replacement Project is set to begin in January 2026. This project involves the complete removal and reconstruction of the existing Bridge Street bridge to improve safety, structural integrity, and long-term reliability of this important roadway. A preconstruction meeting was held in December 2025, and the contractor has begun mobilization on site.

Traffic and Access Impacts:

Starting January 12, 2026, Bridge Street will be closed to through traffic between Wheeler Avenue and Main Street for the duration of the project, which is expected to continue into late fall 2026. Local access will remain available for properties within the work zone, and emergency access will be maintained but you will not be able to go across the bridge. A clearly marked detour route, advanced signage, and message boards will help guide motorists around the construction area.

Please note that the access road from Stanwood Road to Hitching Post Lane will remain closed and is *not* available as a detour route.

Keeping Residents Informed:

Project updates, traffic notices, and construction milestones will be regularly posted on the Town's website and official communication channels throughout the project's duration. Residents and visitors are encouraged to plan ahead and allow extra travel time when navigating nearby areas during construction.

Project Contact:

For questions or concerns related to the Bridge Street Bridge Replacement Project, residents may contact the Engineering Department. Todd Welch, PE, serves as the Town's project lead.

The Town appreciates the community's cooperation and patience as this critical infrastructure improvement proceeds.

2026 Dog License Renewal Season Now Open

The 2026 dog license renewal season officially opened on January 2, 2026. In accordance with New Hampshire law (RSA 466:1), all dogs four months of age or older must be licensed annually. Dog licenses expire on April 30, 2026, regardless of when they were issued, and a current rabies vaccination must be on file to renew a license or register a new dog.

Owners may renew their dog licenses through multiple convenient options, including the Town's online payment portal, by mail, via the Town Clerk drop box, or in person at the Town Clerk's Office (no appointment necessary). When renewing online, residents should include the two-digit year (e.g., "24-1998") before their tag number. Renewal reminders may be sent by email through EB2gov.com; residents should check spam folders if reminders are not received.

License fees for 2026 are:

- \$9.00 for an unaltered male or female dog
- \$6.50 for a spayed or neutered dog
- \$2.25 for the first dog owned by a senior citizen (65+)
- \$25.00 for a group license (five or more dogs at one address)

Puppies too young to be altered are eligible for the \$6.50 fee for their first license. Dog licenses are not prorated.

Timely licensing supports public safety and accurate municipal records. Owners are also reminded to notify the Town Clerk's Office of any changes such as a dog being given away, no longer residing in Salem, or deceased.

New Voting Districts and Polling Locations Effective March 2026

Effective March 2026, corresponding with the Town Meeting Election, Salem will implement updated voting districts and polling locations as part of the voter redistricting plan approved by voters during the March 2025 Town Meeting. These changes are designed to enhance accessibility, improve facility capacity, and better balance voter distribution across polling sites in response to growth and service needs.

Under the new plan, the total number of polling locations will be reduced from five to four. The updated polling places for all future elections beginning with the March 10–March 11, 2026 Town Meeting Election are:

- Woodbury Middle School (central polling location)
- North Salem School
- Fisk School
- Barron School

Key changes include:

- Woodbury Middle School replaces the Senior Center as the central polling location.
- The Soule School polling location has been eliminated; voters previously assigned there will be redistributed to Woodbury, Barron, and Fisk.
- The new configuration is expected to leverage larger facilities with improved accessibility features and parking to support a more efficient voting experience.

To assist residents with these changes, the Town will mail postcards prior to the March 2026 election notifying voters of their assigned polling location. Additional informational resources, including a polling location lookup tool and redistricting materials, are available on the Town's website.

These adjustments reflect a proactive municipal response to demographic shifts and operational considerations, with the goal of maintaining high standards of voter access and election administration.

Town Manager Citation of Recognition and Appreciation

We are proud to formally recognize Dispatcher Ashley Andrews, Dispatcher Alexandra Millard, and Dispatcher Felicia Dragon of the Salem Police Department with the Town Manager Citation of Recognition and Appreciation for their exceptional performance during a high-pressure public safety incident on December 18, 2025.

During a critical moment when national attention was focused on Salem—amid the multi-agency search for a suspect connected to the Brown University and MIT shootings—these dispatchers served as the communications backbone of our emergency response. Despite receiving a surge of 911 calls, managing misinformation, and navigating intense operational demands, each remained composed, professional, and mission focused. Their performance ensured continuous emergency service delivery and supported the rapid coordination of additional officers and resources under extraordinary circumstances.

The Town Manager Citation is a newly established initiative designed to honor municipal employees who demonstrate singular acts of outstanding service. The decisive, calm, and coordinated actions of Dispatchers Andrews, Millard, and Dragon exemplify the highest standards of public service and community dedication that this award seeks to recognize.

Please join us in congratulating Ashley, Alexandra, and Felicia for their exemplary service to the Town of Salem

Welcoming Our Newest Town Employees

On January 6, 2026, I hosted the Quarterly New Hire Lunch — an opportunity for recent hires and their supervisors to connect, share insights, and engage in discussion about Salem's mission, values, and public service culture. These gatherings reflect the Town's commitment to supporting a welcoming and inclusive work environment from day one.

Please join us in welcoming the following individuals to the Town of Salem. We look forward to their contributions and wish them a successful and rewarding tenure:

- Ryan Gibbons – Accounting Manager
- Ciara Salazar – Communications Coordinator / Assistant to the Town Manager's Office
- Cam McNally – Fire Dispatcher
- Carla Carlson – Collections Clerk
- Jack Kelley – Mechanic, 2nd Class
- Dawn Arahovites – Collections Clerk
- Bailey Sharpe – Light Equipment Operator
- Braeden Boucher – Light Equipment Operator

We thank our department heads and staff for ensuring a strong onboarding experience and continued support for our newest team members.

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

- Payroll Register No. 51 (12-15-25) - \$383,581.72
- Payment Check Register (12-16-25) - \$3,586,771.54
- Payroll Register No. 52 (12-23-25) - \$376,380.57
- Payroll Register No. 53 (12-29-25) - \$385,538.70
- Payment Check Register (12-30-25) - \$155,988.26
- Payment Check Register (12-31-25) - \$4,497,050.07
- Payment Check Register (VOID) (12-31-25) - \$363.16
- Payroll Manifest No. 1 (01-05-26) - \$360,792.58
- Payment Check Register (01-06-26) - \$5,768,278.87