

CITY OF LACONIA - CITY COUNCIL MEETING
January 26, 2026 - 7:00 pm
City Hall - Armand A. Bolduc City Council Chamber

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **RECORDING SECRETARY**
4. **ROLL CALL**
5. **STAFF IN ATTENDANCE**
6. **COUNCIL PROCLAMATION**
7. **ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS**

7.A. **City Council regular meeting minutes of January 12, 2026**

Documents:

[STAFF REPORT - CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2026.PDF](#)
[1.12.26 CITY COUNCIL DRAFT MEETING MINUTES \(2\).PDF](#)

8. **CONSENT & ACTION ITEMS**
9. **CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA**
10. **INTERVIEWS**
11. **NOMINATIONS, APPOINTMENTS & ELECTIONS**
12. **COMMUNICATIONS**
13. **PUBLIC HEARINGS**

13.A. **Public Hearing - Resolution 2026-1 - Relative to acceptance of an award in the amount of \$26,405 from the Department of Safety Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department**

Documents:

[STAFF REPORT - PUBLIC HEARING - RES 2026-1 - SWAT SOU EQUIPMENT GRANT.PDF](#)

14. **PRESENTATIONS**
15. **MAYOR'S REPORT**
16. **COUNCIL COMMENTS**

17. COMMITTEE REPORTS

Items will be discussed as needed. Not all items will be brought before the full Council at this evening's meeting.

17.A. FINANCE (Councilors Soucy, Bogert and Hoffman)

17.A.i. **WOW Trail Funding**

17.A.ii. **Downtown TIF Financing**

17.B. PUBLIC SAFETY (Councilors Soucy, Haynes and Conant)

17.C. GOVERNMENT OPERATIONS & ORDINANCES (Councilors Hoffman, Bogert and Conant)

17.C.i. **Regulation of Short Term Residential Rental Businesses**

17.C.ii. **Proposed Historic Overlay District**

17.C.iii. **Performance Zoning**

17.C.iv. **Time frame for demolition permits**

17.D. LAND & BUILDINGS (Councilors Bogert, Hildreth and Conant)

17.D.i. **Downtown parking garage**

17.D.ii. **Repair & maintenance of City buildings**

17.D.iii. **Plan for the DPW Compound**

17.E. PUBLIC WORKS (Haynes, Soucy, Bogert)

17.E.i. **Retaining Wall Policy**

17.E.ii. **Discussion for converting from a manual to an automated solid waste curbside collection service**

17.F. APPOINTMENTS (Councilors Soucy, Hildreth and Conant)

18. LIAISON REPORTS

19. CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS

20. CITY MANAGER'S REPORT

20.A. Project Updates Report

Documents:

[LACONIA PROJECT UPDATES 01.26.PDF](#)

20.B. Monthly Economic Development Report - CPI-U

Documents:

[MONTHLY ECONOMIC DEV. REPORT - JAN 2026 - CPI-U.PDF](#)

21. NEW BUSINESS

21.A. Proposed amendments to the Wage and Compensation Plan

Documents:

[STAFF REPORT - PROPOSED AMENDMENT TO THE WAGE AND
COMPENSATION PLAN.PDF](#)
[COMP PLAN MEMO TO MAYOR AND COUNCIL.PDF](#)
[COMP PLAN.PDF](#)

21.B. Request support for the expansion of natural gas supply in the City of Laconia and the greater Lakes Region

Documents:

[STAFF REPORT - LIBERTY UTILITY NATURAL GAS SUPPLY.PDF](#)

21.C. Resolution 2026-02 - Request for funding for milfoil treatment of Paugus Bay and Lake Opechee

Documents:

[STAFF REPORT - MILFOIL TREATMENT GRANT ACCEPTANCE AND
FUNDING REQUEST.PDF](#)
[RES-2026-02 - MILFOIL TREATMENT GRANT ACCEPTANCE AND
FUNDING REQUEST.PDF](#)

21.D. Review and discussion of the 2026 East Coast Watercross Race on Lake Opechee

Documents:

[STAFF REPORT - 2026 EAST COAST WATERCROSS RACE.PDF](#)
[SITE MAP.PDF](#)

21.E. Discussion regarding Social Districts

Documents:

[STAFF REPORT - DISCUSSION REGARDING SOCIAL DISTRICTS.PDF](#)

22. UNFINISHED BUSINESS

22.A. Resolution 2026-01 - Relative to acceptance of an award in the amount of \$26,405.00 from the Department of Safety Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department

Documents:

[STAFF REPORT - RES 2026-01, HOMELAND SECURITY GRANT -
PURCHASE OF SWAT SOU EQUIPMENT.PDF](#)
[RES-2026-01 - HOMELAND SECURITY - EQUIPMENT FOR SWAT SOU
TEAMS.PDF](#)
[GRANT APPLICATION.PDF](#)
[APPROVED ITEMS CHECKLIST - SHERIFFS OFFICE - SWAT - SOU
EQUIPMENT.PDF](#)

23. FUTURE AGENDA ITEMS

- 23.A. **Master Plan**
- 23.B. **Milfoil Treatment funding requests**
- 23.C. **Sewer & Water Master Plan**
- 23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**
- 23.E. **Strategic Planning/Goal Setting**
- 23.F. **WOW Trail**
- 23.G. **Weirs Beach Restoration Project**
- 23.H. **Fair St/Court St traffic problems and accidents**
- 24. **Any other business that may come before the Council**
- 25. **NON-PUBLIC SESSION (According to RSA 91-A:3, II)**
 - (a) The dismissal, promotion or compensation of any public employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
 - (b) The hiring of any person as a public employee.
 - (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting.
 - (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
 - (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.
 - (i) Consideration of matters relating to the preparation for and the carrying out of emergency functions including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

26. **ADJOURNMENT**

This meeting facility is ADA accessible. Any person with a disability who wishes to attend this public meeting and needs additional accommodations, please contact City Clerk Katie Gargano, Meeting ADA Coordinator, at City Hall by calling (603) 527-1265 at least 72 hours in advance so that the City can make any necessary arrangements.

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 7.A.
CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2026**

Discussion: Minutes of the Laconia City Council meeting of January 12, 2026 were distributed to members of the City Council on January 15, 2026.

Fiscal Impact: Not applicable

Staff Recommendation: Not applicable

This report submitted by: Katie Gargano, City Clerk

Proposed motion:

“With no corrections or changes submitted to the Clerk, the minutes will be accepted as distributed.”

CITY OF LACONIA - CITY COUNCIL MEETING
City Hall - Armand A. Bolduc City Council Chamber
7:00 P.M.

1/12/2026 - Minutes

1. CALL TO ORDER

Mayor Bordes called the meeting to order at 7:00 PM

2. SALUTE TO THE FLAG

Councilor Soucy led the salute to the flag.

3. RECORDING SECRETARY

Katie Gargano, City Clerk

4. ROLL CALL

Clerk Gargano called the roll of the following City Councilors: Councilor Hildreth, Councilor Soucy, Councilor Hoffman, Councilor Haynes, Councilor Bogert and Councilor Conant.

Mayor Bordes confirmed that all councilors were in attendance and a quorum was established.

5. STAFF IN ATTENDANCE

Kirk Beattie, City Manager; Glenn Smith, Finance Director

6. COUNCIL PROCLAMATION

7. ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS

7.A. City Council regular meeting minutes of December 22, 2025

Minutes of the Laconia City Council meeting of December 22, 2025 were distributed to members of the City Council on December 30, 2025.

With no corrections or changes submitted to the Clerk, Councilor Soucy made a motion to accept the minutes as distributed. Seconded by Councilor Bogert **Discussion:** None.

The motion ***passed with four in favor.*** Abstained Councilor Hildreth & Councilor Conant

7.B. City Council special meeting minutes of January 5, 2026

Minutes of the Laconia City Council special Inauguration meeting of January 5, 2026 were distributed to members of the City Council on January 7, 2026.

With no corrections or changes submitted to the Clerk, the minutes were accepted as distributed.

Councilor Conant made a motion to approve the minutes as distributed, seconded by Councilor Hildreth **Discussion:** None.

8. **CONSENT & ACTION ITEMS**

9. **CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA**

Richard Mason, property owner of a condo on Weirs Blvd, he has a problem with someone building a house 6 feet away from his house. He states it doesn't meet the fire code, and it is going to impact the value of his home. The neighbor is building on the same footprint of the building that was demolished, but they are building a structure significantly higher and it is blocking the whole side of his house. Mr. Mason stated that he has spoken to the planning department and code department. The building inspector advised him to get a lawyer. This property has changed hands several times in the past couple of years. City Manager Beattie stated he has met with Mr. Mason, he has contacted our city attorney and is looking for work to be done on removing the permit. Councilor Conant stated that he was contacted by Mr. Mason as well and he went out to the property and looked at how close it is to his property, and something definitely doesn't look right. Mayor Bordes suggested that he contact his HOA President, Mr. Mason reported that he was the president of the association. Everyone takes care of their own buildings and HOA fees are collected to take care of lawn maintenance and plowing. Councilor Hoffman asked if this went to the ZBA? Mr. Mason thinks it went before the ZBA in 2024. And the buyer is claiming that they are grandfathered in. The council would like to see a timeline of all the events that happened with this property when it came to approval of permits and hearings that were held.

Lisa Morin, Ward 2- Stated she has concerns about ICE, she'd like to know clarification on what is moving forward with the interaction in the City of Laconia. She would like to know if ICE is in the community. She is concerned about giving up her constitutional rights.

Doug Robinson, Ward 5- Gave his congratulations to all the newly elected officials. He hopes to see the group be honest and transparent. He stated that seeing the council all vote in favor of an item is suspect on if the councilors are truly thinking on their own or are they just going with what everyone else is doing. He stated that leadership matters, there are large projects coming forward like the state school, the master plan is important as to how it shapes the city for the next 15 years. He'd like to see an economic plan for the City.

Gregg Hough, Ward 2 echo'd Mr. Robinson's comments about making Laconia as best as we can. He was looking into the debt that the city is carrying in relation to the bonds that the city has. He was looking into the Colonial Theater; he feels the colonial theater has the opportunity to make money and we aren't making any money now. He'd like the Council to investigate it being run like the municipal airport, parking garage, or that it at least makes enough money to pay off it owns debts. He'd like to see different types of events being booked there like regional competitions, graduations, dance recitals. He feels the building should be booked at least 250 nights per year. He thinks there are opportunities for the city to earn more revenue like a ticket surcharge, a merchandise sales cut and money from concessions.

10. **INTERVIEWS**

11. **NOMINATIONS, APPOINTMENTS & ELECTIONS**

12. **COMMUNICATIONS**

13. **PUBLIC HEARINGS**

- 13.A. **Public Hearing - Proposed application to the Community Development Finance Authority for up to \$100,000 in Community Development Block Grant Emergency Funds for Belknap House Emergency Repairs/Replacement of the sewer line servicing the building**

Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Mayor Bordes opened the Public Hearing at 7:24 PM.

Donna Lane read into the records about the Community Development Block Grant. Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for Economic Development Projects, up to \$500,000 for Housing Projects, up to \$500,000 for Public Facility Projects, up to \$500,000 in Emergency Funds, up to \$25,000 per Planning Study grant. All projects must directly benefit a majority of low- and moderate-income persons.

This is a proposed application to the Community Development Finance Authority for up to \$100,000 in CDBG Emergency Funds. Of the grant funds, up to \$15,000 will be retained by the City for administrative/labor compliance costs associated with the project, up to \$85,000 of the funds will be subgranted to Belknap House, a family shelter located at 200 Court Street in for emergency repairs/replacement to the sewer line servicing the building. The shelter services low and moderate income persons.

This project conforms with Laconia's Housing and Community Development Plan's goals of: Promote activities that protect the health and safety of residents and visitors (Short-term and Long-term goal)

There are informational document available on the table in the Council Chambers.

Mayor Bordes asked if there were any comments from the public.

Doug Robinson ward 5, spoke about transparency he had several questions about the project, he questioned the 15% administrative fee, he thinks it is 10%, he has spoken to people he knows who do excavation work and he thinks that 100k for a project like this is too expensive, he'd like to know if they have gone out to bid and gotten actual prices for the project.

Manager Beattie stated that there are quotes for the project, the administrative fee and the relocation fees are factored into the 100k.

Donna Lane stated that once they are officially awarded the funds, they have to get bids, if the project estimate comes back at less, they only take what the project is going to cost, they don't take extra. And she stated that the Administrative amounts allowed is 15%.

Mayor Bordes closed the Public Hearing at 7:30 PM.

13.B. **Public Hearing - The Anti-Displacement and Relocation Assistance Plan for the Belknap House Emergency Repairs/Replacement Project for the sewer line servicing the building**

Notice of this Public Hearing was made available in the December 26, 2025 edition of the Laconia Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Mayor Bordes opened the Public Hearing at 7:30 PM.

Donna Lane read the following language into the record about the community Development Block Grant. This plan outlines measures, under the Uniform Relocation Act, required for CDBG projects that involve any displacement or relocation of persons (or businesses), if the City were to undertake a CDBG project which involved displacement or relocation they would follow this plan. The plan outlines the measures they would take to find comparable, suitable housing for persons (or businesses) displaced or relocated. This project does not anticipate displacement or relocation.

Mayor Bordes asked if there were any comments from the public.

- There were none.

Mayor Bordes closed the Public Hearing at 7:32 PM.

14. PRESENTATIONS

15. MAYOR'S REPORT

Mayor Bordes acknowledged that recently we just had Law Enforcement appreciation day. He wanted to say thank you to Laconia Police, State Police and the Belknap County Sheriff's Department.

He also just had a meeting with the developer of state school property; everything seems to be going well and in the right direction for our community.

16. COUNCIL COMMENTS

Councilor Soucy noted that as the chairman of the appointments committee, he'd like to hear from other boards that the Council doesn't hear from often to give the council an update. He'd like to set a schedule, possibly every 6 months. Manager Beattie stated he will start with boards and commissions that do not have a city council representative. He also noted about the need to meet about the issues with Laconia Hospital, he'd like to see councilors be a part of these meetings. Mayor Bordes confirmed he has a meeting with the CEO next month.

Councilor Bogert noted the need for the Council to begin working on the social district's aspects, he's like to see this in place by the beginning of the summer.

Councilor Hildreth noted in regard to the Mayor's upcoming meeting. He knows the hospital just made a 2-million-dollar investment in the building next to the hospital. They also did a feasibility study and they determined that Concord Hospital in Concord cannot withstand to take over all the patients that Laconia sees. Mayor Bordes thanked Councilor Hildreth for that information.

Councilor Hoffman wanted to touch on the comments made about the colonial theater, he agrees the utilization is very important. Increasing profitability is definitely something they need to look into, but he does feel that the theater has had a very positive impact on the overall assessment of the downtown area and has helped the downtown businesses.

Councilor Conant noted that he attended his first Planning Board Meeting on 1/6/25, he met with Planning Board Director Mora, he met with Superintendent Crawford at the water department, he has his first meeting next week. And he met this morning with Patrick Wood of the Human Relations Committee.

17. COMMITTEE REPORTS

17.A. FINANCE (Councilors Soucy, Bogert and Hoffman)

17.A.i. WOW Trail Funding

17.A.ii. Downtown TIF Financing

17.B. PUBLIC SAFETY (Councilors Soucy, Haynes and Conant)

17.C. GOVERNMENT OPERATIONS & ORDINANCES (Councilors Hoffman, Bogert and Conant)

17.C.i. **Regulation of Short Term Residential Rental Businesses**

17.C.ii. **Proposed Historic Overlay District**

17.C.iii. **Performance Zoning**

17.C.iv. **Time frame for demolition permits**

17.D. **LAND & BUILDINGS (Councilors Bogert, Hildreth and Conant)**

17.D.i. **Downtown parking garage**

17.D.ii. **Repair & maintenance of City buildings**

17.D.iii. **Plan for the DPW Compound**

17.E. **PUBLIC WORKS (Haynes, Soucy, Bogert)**

17.E.i. **Retaining Wall Policy**

17.E.ii. **Discussion for converting from a manual to an automated solid waste curbside collection service**

17.F. **APPOINTMENTS (Councilors Soucy, Hildreth and Conant)**

18. **LIAISON REPORTS**

None.

19. **CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS**

None.

20. **CITY MANAGER'S REPORT**

Manager Beattie wanted to let the council know that he appointed Patrick Wood to the Laconia Housing board for a 5-year term.

This afternoon he received a press release that the CAP Concord/ Laconia Route that the program is being suspended at the end of January.

20.A. **Financial and Operational Trends Report**

Manager Beattie presented the Financial and Operational Trends Report to the City Council.

Councilor Bogert asked about the Downtown TIF, he had put out an RFP for lighting along the river bend, City Hall Parking Lot. He was asking if the money will be earmarked for that. Manager Beattie is going to look into the status of the RFP. Director Smith noted the number in the report, is a real time number that has been updated since other expenses have been approved.

21. **NEW BUSINESS**

21.A. **Resolution 2026-01 - Relative to acceptance of an award in the amount of \$26,405.00 from the Department of Safety Homeland Security Grant Program for**

the purchase of SWAT/SOU equipment for the Laconia Police Department

The City has applied to the New Hampshire Department of Safety for grant funding in the amount of \$26,405.00 to purchase SWAT/SOU equipment through the Homeland Security Grant Program.

Fiscal Impact: None - The entire cost of this equipment is covered by the Homeland Security Grant, there is no local match requirement.

Equipment approved: Binoculars: QTY:15 Cost: \$13,500; Flashlights: QTY: 20 Cost: \$4,000; Eye Protection: QTY:20 Cost: \$3,000; Radio Mic Assembly (for gas masks): QTY: 20 Cost: \$5,905

Councilor Haynes made a motion to waive a reading of Resolution 2026-01 in its entirety and to read by title only. Seconded by Councilor Soucy **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Bogert made a motion to move a first reading of Resolution 2026-01 relative to acceptance of an award in the amount of \$26,405.00 from the Department of Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department. Seconded by Councilor Hildreth **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Hoffman made a motion to schedule a Public Hearing on January 26, 2026 during the regular City Council meeting to gather public input prior to any action being taken. Seconded by Councilor Hildreth **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

21.B. Termination of the Inter-Municipal Agreement between the City of Laconia and the Town of Gilford governing the development of the Lakes Business Park

In May of 2001, an Inter-Municipal Agreement was signed governing the joint economic activities between the City of Laconia and the Town of Gilford related to Lakes Business Park in the area better known as Hounsell Av.

The Town of Gilford voters have authorized their Board of Selectman to negotiate and execute a successor agreement with the City of Laconia.

A draft successor agreement and the original intermunicipal agreement are attached to the agenda.

Discussion: Councilor Soucy asked Manager Beattie if all the lots have been sold, manager Beattie confirmed that they have all been sold and that is what triggered this conversation. Councilor Soucy asked about the real estate taxes that are collected by the town of Gilford, what is the percentage that will come to Laconia for taxes in the future? Manager Beattie stated that in the successor agreement it has 25% property taxes will come to Laconia, that is part of the negotiation but as of right now it is at 25%. There is a formula in the agreement where some of the 25% goes into a capital improvement account, but that has a cap of a million dollars, so once we meet that, then our full 25% will come to Laconia. Councilor Soucy would like to know where we stand at meeting the cap, Manager Beattie will look into that and get back to him. The million dollars referenced is for maintenance, Councilor Soucy asked if it was for like plowing or what else is it for? Manager Beattie stated no, it is for capital improvement type projects. He knows they want to put a trail system in, or if there is an infrastructure problem like water, paving, other something else major that may be needed. Councilor Soucy asked if now that all the lots are sold, if a property owner wishes to sell the property, do they have to come back before the City Council? Manager Beattie stated no.

Councilor Hoffman asked what happens if the property needs a capital improvement cost in excess of the 1 million dollars in the fund? Manager Beattie thinks it would be on the Town of Gilford, the Council likes the idea of that. Manager Beattie will speak to legal about adding language to the agreement.

Councilor Soucy made a motion to authorize the City Manager to negotiate a successor agreement with the Town of Gilford pertaining to the Lakes Business Park Intermunicipal Agreement agreed upon in 2001. A negotiated agreement shall be reviewed by City of Laconia legal counsel prior to being presented to the City Council. Seconded by Councilor Bogert. **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Hoffman made a motion to schedule a Public Hearing on February 9, 2026, during the regular City Council meeting to gather public input prior to any action being taken. Seconded by Councilor Hildreth **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

22. UNFINISHED BUSINESS

22.A. **Proposed application to the Community Development Finance Authority for up to \$100,000 in Community Development Block Grant Emergency Funds for Belknap House emergency repairs/replacement of the sewer line servicing the building**

Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for Economic Development Projects, up to \$500,000 for Housing Projects, up to \$500,000 for Public Facility Projects, up to \$500,000 in Emergency Funds, up to \$25,000 per Planning Study grant. All projects must directly benefit a majority of low- and moderate-income persons.

This is a proposed application to the Community Development Finance Authority for up to \$100,000 in CDBG Emergency Funds. Of the grant funds, up to \$15,000 will be retained by the City for administrative/labor compliance costs associated with the project, up to \$85,000 of the funds will be subgranted to Belknap House, a family shelter located at 200 Court Street in for emergency repairs/replacement to the sewer line servicing the building. The shelter services low and moderate income persons.

This project conforms with Laconia's Housing and Community Development Plan's goals of: Promote activities that protect the health and safety of residents and visitors (Short-term and Longterm goal).

At the December 22, 2025 meeting the City Council voted to schedule a public hearing; that public hearing was held earlier this evening.

Councilor Hildreth made a motion to approve the submittal of the Belknap House Emergency Sewer Line Repairs/Replacement Project CDBG application and vote to authorize the City Manager to sign and submit the CDBG application, and upon approval of the CDBG application, authorize the City Manager to execute any documents which may be necessary to effectuate the CDBG contract, and any amendments thereto. Seconded by Councilor Haynes **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

22.B. **The Anti-Displacement and Relocation Assistance Plan for the Belknap House Emergency Repairs/Replacement Project for the sewer line servicing the building**

This plan outlines measures, under the Uniform Relocation Act, required for CDBG projects that involve any displacement or relocation of persons (or businesses), if the City were to undertake a CDBG project which involved displacement or relocation they would follow this plan. The plan outlines the measures they would take to find comparable, suitable housing for persons (or businesses) displaced or relocated. This project does not anticipate displacement or relocation.

At the December 22, 2025 meeting the City Council voted to schedule a public hearing; that public hearing was held earlier this evening.

Discussion: Councilor Haynes asked Manager Beattie if the replacement is coming from Pearl Street, rather than Court St. If

Councilor Conant made a motion to approve the Residential Anti-Displacement and Relocation Assistance Plan for the Belknap House Emergency Repairs/Replacement Project for the sewer line servicing the building. Seconded by Councilor Bogert **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

23. **FUTURE AGENDA ITEMS**

23.A. **Master Plan**

23.B. **Milfoil Treatment funding requests**

23.C. **Sewer & Water Master Plan**

23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**

23.E. **Strategic Planning/Goal Setting**

23.F. **WOW Trail**

23.G. **Weirs Beach Restoration Project**

23.H. **Fair St/Court St traffic problems and accidents**

24. **Any other business that may come before the Council**

25. **NON-PUBLIC SESSION (According to RSA 91-A:3, II)**

26. **ADJOURNMENT**

Mayor Bordes adjourned the meeting at 8:24 PM

Respectfully Submitted,

Katie Gargano, City Clerk

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 13.A.
PUBLIC HEARING – RESOLUTION 2026-1 – RELATIVE TO ACCEPTANCE
OF AN AWARD IN THE AMOUNT OF \$26,405 FROM THE DEPARTMENT
OF SAFETY HOMELAND SECURITY GRANT PROGRAM FOR THE
PURCHASE OF SWAT/SOU EQUIPMENT FOR THE LACONIA
POLICE DEPARTMENT**

Discussion: Notice of this Public Hearing was made available in the January 14, 2026 edition of the Laconia Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Fiscal Impact: Not applicable.

Staff Recommendation:

This report submitted by: Kirk Beattie, City Manager

Proposed motions:

“Open the Public Hearing.”

“Close the Public Hearing.”



LACONIA PROJECT UPDATES – JANUARY, 2026

LACONIA ROAD PROJECTS

Current: DPW's Highway Department and Engineering Department are monitoring winter road conditions to determine which road(s) to prioritize in the Spring of 2026.

The scope of roads to be worked on in FY26 will greatly depend on the budget available to do so.

Communication Plan: Letters will go to residents on those streets in the spring road program once the plan has been completed.

Previous: Road projects have been completed for the season. The 2026 spring road program is not finalized. Plans will be finalized after the impact of winter weather on the roads is assessed. The spring road program will be minimal due to the limited FY 2026 road program budget.

CENTENARY AVENUE BRIDGE

Current: Preliminary engineering is well underway with an anticipated completion date in early spring of 2026. DPW and HEB Engineers will host another public input session following the release of the preliminary engineering documents.

Communication Plan: The next meeting will occur in May at the earliest when summer residents have returned to the area. At this meeting Public Works and the consultant will present the results of the preliminary engineering.

Previous: Preliminary engineering is well underway with an anticipated completion date in early spring of 2026. DPW and HEB Engineers will host another public input session following the release of the preliminary engineering documents.

MILL STREET PEDESTRIAN BRIDGE

Current: The grant for this project is \$810,000 (no match). The estimated cost of this project came in about \$600k more than the grant for the project. The original project estimate was conducted in February of 2023. DPW will be investigating other means to finance the project or to cut scope dramatically.

Communication Plan: Public Works is managing this project using NHDOT's locally managed project process. The preliminary engineering phase is complete, Public Works will schedule another public information meeting to present the project's proposed alternatives.

Previous: The preliminary engineering for this project has been completed. DPW and HEB will be soon meeting with HUD to begin the NEPA process. Estimated cost of the project exceeds the Federal grant. Public Works and HEB will review the plans and cost and recommend a course of action.

HILLIARD ROAD CULVERT CROSSING

Current: This project is scheduled for construction in Fall of 2027. Preliminary engineering has begun and will take us into next summer.

Communication Plan: Public Works is managing this project using NHDOT's locally managed project process. Therefore, the study phase will include a public information meeting to seek feedback on the project. Once the study phase is complete, Public Works will schedule another public information meeting to present the proposed alternatives of the project to the public.

Previous: This project is scheduled for construction in Fall of 2027. Preliminary engineering has begun and will take us into next summer.

WEIRS BLVD / US ROUTE 3 BRIDGE

Current: DPW, Hoyle Tanner and NHDOT met with the federal team of historic mitigators to determine what course of action should be taken with the portion of the bridge (below grade) that is technically historic. It is likely that we will use those stone blocks to surround some form of signage to honor the historic bridge.

Otherwise, DPW was able to receive NHDOT approval to go ahead and put out to bid the purchase of the precast bridge components that have a very long lead time. This will save money on the project in many ways. More importantly, it guarantees that the components will be ready for installation this October when the contractor will require them for installation.

The project will go out to bid this June with a September 8th 2026 start date / Bridge Closure.

Communication Plan: The project requires temporary construction easements. Public Works and the consultant will be meeting with individual property owners to obtain these easements.

Previous: Construction will begin late summer/early fall of 2026. The project will be going out to bid in the spring of 2026 and be awarded by the end of June. Final design is underway. DPW is working with abutting property owners on easements that will be required by the project. The bridge project will involve widening the bridge to account for a left turning lane into the Langley Cove development. Sections of water main, gravity sewer main and sewer force main will be replaced through the project limits of work.

ELM STREET TRANSPORTATION ALTERNATIVE PROJECT

Current: DPW, HEB and NHDOT met with the team's ROW specialist to discuss the process of seeking minor easements throughout the corridor. The back of sidewalk needs to move one foot closer to several houses along the east side of Elm street through this project scope.

Communication Plan: This project is currently scheduled for 2028 NHDOT funding.

Previous: DPW and NHDOT have reviewed the engineer's alternatives summary and are moving forward with the final design process.

OPECHEE LOOP

Current: Final pay has been submitted. While there was a \$161,000 savings on the project. More pavement, curbing and sidewalk will be addressed within this budget in the spring. This work will complete the original project's scope of work as well as some additional work in the vicinity.

Communication Plan: Public Works will work with the area's business owners to minimize impact to their businesses.

Previous: The project has been finished for the fall. The project finished two weeks behind schedule and DPW enforced liquidated damages on the bridge contractor. In the spring, flexible visible delineators will be installed on the widened sidewalk over the bridge. While the bridge has received its final pavement, areas to the north and south of the bridge will receive more curb work, concrete sidewalk tip downs and additional pavement.

LACONIA DOWNTOWN TIF DISTRICT

Current: Working on updated Landscaping Plan for Downtown and waiting for update on Lighting Plan and cost for Downtown.

Previous: No update.

LACONIA LAKEPORT TIF DISTRICT

Current: No update.

Previous: No update.

WEIRS TIF DISTRICT

Current: RFP for the proposed bandstand has been put out.

Previous: No update.

WINNIPESAUKEE RIVER BASIN PROJECT

Current: The WRBP Advisory Board and some of the member communities' elected officials will have met with the NHDES Commissioner and his team. This meeting took place on January 22nd at the Belknap Mill. A summary of this meeting will be presented to the City Manager.

The WRBP Advisory Board's CIP committee recently met with WRBP and NHDES Staff to review a draft of their 10 year CIP plan.

Previous: NH DES Commissioner responded to the letter of concern. The letter states that member communities' sewer rates are all below the statewide average. The Commissioner also requested a meeting with the Advisory Board and member communities' leaders to discuss concerns and solutions on the management of the program. The tentative date for the meeting is January 22nd. The legislative service request for the replacement fund is now House Bill - 1435 FN. The draft Senate LSR to create a subcommittee to study transferring ownership to an alternate authority has been provided to Senator Lang. NHDES and the Board will work with Senator Lang and our House representatives to amend the replacement fund House bill to include the creation of the subcommittee.

SEWER COLLECTION SYSTEM

Current: The SSF is looking into once again establishing a Capital Reserve fund instead of taking a bond to finance Capital Projects. The SSF is working on a more rigorous 10 year Projects List.

Communication Plan: DPW will be making direct contact with all property owners in the project area to coordinate connecting the houses to the City sewer system if their building is within 250 feet of a City sewer main and they are not eligible for a waiver.

Previous: 1000' of new gravity sewer was installed north of Sarasota Lane on White Oaks Rd. 2000' more feet of gravity sewer will be installed in the spring of 2026 and then coordination will begin to have the abutting residents connect to the sewer system.

WEIRS BEACH DOCK RECONFIGURATION AND REHABILITATION PROJECT

Current: The project has reached final completion.

Communication Plan: Public Works will coordinate with the General Manager of the Mount Washington Cruise Line and the Weirs Action Committee during the project.

Previous: The project has reached final completion.

WEIRS BEACH RESTORATION

Current: No update.

Area Impacted: Weirs Beach

Communication Plan: This project will be done in the off season to keep the impacts low. The local newspaper will be notified, as well as the newspapers in northern Massachusetts. This will help spread the word to those who use the area the most.

Previous: No update.

LACONIA MASTER PLAN UPDATE

Current: Existing Conditions Report is complete and we will be having our next meeting on January 29th at 6 PM in City Council Chambers.

Previous: No update.

LACONIA STATE SCHOOL UPDATE

Current: The City Manager will provide an update at the January 26, 2026 City Council meeting.

CPI-U 12 Month Percent Change

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0	8.3	7.7
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1%	4.8	3.4
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9	2.96	3.25	2.67
2025	3.0	2.8	2.4	2.3	2.4	2.7	2.7	2.9	3.0	N/A	2.7	2.7	2.69	2.60	2.80

Annualized Year To Date: 2.69%

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 21.A.
PROPOSED AMENDMENT TO THE WAGE AND COMPENSATION PLAN**

Discussion: In accordance with the authority outlined in Section 6:02 of the Laconia City Charter and Section 1.4 of the City's Classification and Compensation Plan, I am submitting the following amendment to the City's Wage and Compensation Plan. The amendments will automatically take effect unless vetoed by a majority vote of the City Council within thirty (30) days of January 26, 2026. The amendment is as follows:

WAGE AMENDMENTS:

1. Eliminating the position of HR Administrator from grade 18
2. Modifying the position of Assistant Finance Director to Assistant Finance Director/HR Administrator.
3. Adding the position of Finance Clerk II to grade 16H
4. Changing Payroll/Personnel Assistant to Payroll/Benefit Specialist and moving from grade 12H to 15H

Fiscal Impact: Decrease of \$30,000

Staff Recommendation: City Manager recommends approving the proposed amendment to the Wage and Compensation Plan as presented.

This report submitted by: Kirk Beattie, City Manager

Proposed motion:

"I move to approve the proposed amendment to the Wage and Compensation Plan as presented, which will take effect February 26, 2026".

CITY OF LACONIA
CITY MANAGER'S OFFICE
45 Beacon St. East, Laconia, NH 03246
(603) 527-1270 • fax (603) 527-1292

MEMO

TO: MAYOR MIKE BORDES & MEMBERS OF THE CITY COUNCIL

FROM: KIRK BEATTIE, CITY MANAGER

DATE: January 26, 2026

RE: WAGE & COMPENSATION PLAN

In accordance with the authority outlined in Section 6:02 of the Laconia City Charter and Section 1.4 of the City's Classification and Compensation Plan, I am submitting the following amendments to the City's Wage and Compensation Plan. The amendments will automatically take effect unless vetoed by a majority vote of the City Council within thirty (30) days of January 26, 2026. The amendments are as follows:

WAGE AMENDMENTS:

1. Eliminating the position of HR Administrator from grade 18
2. Amending the position of Assistant Finance Director to Assistant Finance Director/HR Administrator.
3. Adding the position of Finance Clerk II to grade 16H
4. Amending Payroll/Personnel Assistant title to Payroll/Benefits Specialist and moving from grade 12H to grade 15H

**CITY OF LACONIA
COMPENSATION PLAN
7/1/2025-6/30/2026
4.0% COLA**

Grade	Position	MIN	MAX
6H	Secretary	\$19.43	\$25.46
9H	Finance Clerk	\$22.58	\$29.43
12H	Payroll/Personnel Assistant	\$25.86	\$34.47
15H	Administrative Assistant	\$26.74	\$40.31
	Payroll/Benefits Specialist		
16H	Asst. IT Specialist	\$31.79	\$40.99
	Finance Clerk II		
16	Purchasing Specialist	\$1,175.02	\$1,654.44
		\$61,101.22	\$86,030.83
17	Asst. Recreation/Facilities Director	\$1,234.07	\$1,736.00
	Project Manager	\$64,171.48	\$90,271.98
18	Code Enforcement Director	\$1,294.86	\$1,831.96
	Human Resource Administrator	\$67,332.81	\$95,261.92
	Building Inspector		
	Assistant Planner		
	Assistant Assessor		
19	Recreation/Facilities Director	\$1,357.91	\$1,911.79
	Asst. Finance Director/HR Administrator	\$70,611.26	\$99,412.90
20	IT Specialist	\$1,494.59	\$2,104.66
	City Clerk/Tax Collector	\$77,718.58	\$109,442.33
	Director of Economic & Housing Development		
21	Planner/CD Director	\$1,591.48	\$2,199.83
	Assessor	\$82,756.95	\$114,391.31
22	Asst. DPW Director/City Engineer	\$1,852.40	\$2,405.96
	MIH Community Paramedic	\$96,324.88	\$125,109.79
23	Deputy Fire Chief	\$2,180.00	\$2,456.91
		\$113,360.00	\$127,759.13
24	Assistant Fire Chief	\$2,400.00	\$2,640.00
		\$124,800.00	\$137,280.00
25	Finance Director	\$2,719.24	\$3,007.70
	Fire Chief	\$141,398.40	\$156,400.00
	Public Works Director		

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 21.B.
REQUEST SUPPORT FOR THE EXPANSION OF NATURAL GAS SUPPLY
IN THE CITY OF LACONIA AND GREATER LAKES REGION**

Discussion: Liberty Utilities has issued a moratorium on adding any new addresses for natural gas service in the City of Laconia and surrounding communities due to a lack of capacity. Currently, only portions of the greater Downtown and Lakeport areas are serviced by natural gas. However, even though a property may have a natural gas line, the property may not be permitted to connect to the line due to a lack of pressure and capacity.

Representatives from Liberty Utilities, Senator Tim Lang, and Executive Councilor Kenney met with the Tilton Selectboard at their December 4, 2025 meeting. During that meeting, Liberty Utilities mentioned the original pipeline built from Concord to Tilton was built in the 60s and did not anticipate the growth the Lakes Region experienced in the 70s and 80s. Rather than upgrade the line, Liberty constructed a plant in Tilton to supplement the line with truck deliveries of LNG to offset costs in the winter. However, the continued growth in the region has led to this supplemental plant to run continuously in the winter which it was not designed to do. Both the line and the supplemental plant are only capable of serving the current demand in the early 2000s. Liberty examined the possibility of increasing the original 6-inch line with a 12-inch line in the early 2000s. In 2016, Liberty added an additional 5½ miles of pipeline to Loudon which increased capacity slightly. However, this pipeline is not suitable to meet current and future demand needs for the area. Liberty claims at least another 10 miles of pipeline needs to be added or upgraded in order to meet current and future demand in the area. They have enough funding to begin preliminary engineering over a two-year period, but they anticipate another two to three years to construct the pipeline expansion. Liberty does not believe the current load justifies the cost of expanding the pipeline. Instead, Liberty has focused on replacing older pipes in Southern New Hampshire and Massachusetts.

The State's position on this issue is solely the responsibility of a private entity and not the State. However, the State tasked the Department of Energy with creating a 10-Year State Energy Strategy. The 2018, 2022, and 2025 Strategies acknowledge that Natural Gas is the most plentiful and cost-effective energy resource currently available and that the State has not developed adequate infrastructure to supply it. The State cannot on one hand assume the responsibility for strategically planning the development and expansion of natural gas infrastructure and then claim no responsibility for its implementation on the other. At the same time, the State has been promoting economic and housing development at record levels without any regard to the infrastructure currently available to support it. Laconia and the Lakes Region have seen record levels of growth in recent

years, making this a regional issue that can only be addressed by the affected municipalities working with the State and Liberty Utilities to address it.

Currently, the Planning Department has been in communication with their counterparts in Franklin, Tilton, Gilford, Belmont, and Meredith to discuss this issue. As the largest and fastest-growing municipality in the Lakes Region, it is imperative that Laconia supports the efforts to reduce heating costs and lay the groundwork for future economic development in the region. The Planning Department is now coming before the City Council to raise awareness of the lack of natural gas capacity and infrastructure to adequately support current and future demand and formally request the Council's support to work with the State, Liberty Utilities, and our neighboring communities to pursue meaningful solutions that support our economic growth and affordability needs.

Fiscal Impact: Natural gas is the cheapest heating fuel source. As of January 12, it is 33% cheaper than Electric Heat Pumps, 62% cheaper than Oil, and 156% cheaper than Propane.

Staff Recommendation: The Planning Department recommends the City Council support its endeavor to secure expanded infrastructure and natural gas for the City and the Lakes Region.

This Report Submitted By: Tyler Carmichael, Assistant Planner

Proposed Motion:

"I move to support the Planning Department to work with the State, Liberty Utilities, and neighboring communities to expand natural gas infrastructure and increase capacity to reduce heating costs for businesses and residents and support future economic development in the City and Lakes Region."

LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026

STAFF REPORT
AGENDA ITEM 21.C.
RESOLUTION 2026-02 – REQUEST FOR FUNDING FOR MILFOIL
TREATMENT OF PAUGUS BAY AND LAKE OPECHEE

Discussion: The NHDES Exotic Species Program has awarded the City of Laconia a grant to fund up to 50% of project costs for aquatic plant control remediation in Paugus Bay and Lake Opechee. This is an annual project that removes invasive species currently present in Paugus Bay and Lake Opechee and mitigates their recurrence. NHDES works with the Planning Department to identify locations for plant control to be completed, hires contractors to complete work, and returns for post remediation testing.

The City’s share of the grant is \$57,100 which is 50% of the total cost of the project. The Lake Opechee Preservation Association (LOPA) has offered to reimburse the City for 50% of its share for remediation work in Lake Opechee. This effectively makes the total cost to the City \$52,407.81 which is a \$7,407.81 increase from last year’s appropriation of \$45,000. The cost breakdown is as follows:

Project Cost:	\$114,200.00
NHDES Grant:	(\$57,100.00)
<hr/>	
City Share:	\$57,100.00
LOPA Reimbursement:	(\$4,692.19)
<hr/>	
Total Cost to City:	\$52,407.81

Fiscal Impact: The total cost to the City is \$52,407.81. The City’s share will be expended from the FY27 Administration Non-Departmental budget.

Staff Recommendation: The Planning Department recommends moving this grant acceptance and appropriation request to a Public Hearing on February 9, 2026.

This Report Submitted By: Tyler Carmichael, Assistant Planner

Proposed Motions:

“I move to waive a reading of Resolution 2026-02 in its entirety and to read by title only.”

“I move a first reading of Resolution 2026-02, relative to the acceptance of a 2026 NH Department of Environmental Services (NHDES) Exotic Aquatic Plant Control Grant in the amount of \$57,100.00 and appropriate \$57,100.00 to the Administration Non-Departmental account.”

“I move to schedule a Public Hearing on February 9, 2026 during the regular Council meeting to gather public input prior to adoption of Resolution 2026-02.”

RESOLUTION

CITY OF LACONIA

RES-2026-02

In the Year of Our Lord two thousand and twenty-six

A RESOLUTION RELATIVE TO AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXPEND A GRANT ON BEHALF OF THE CITY IN THE AMOUNT OF \$57,100.00 AND APPROPRIATE \$57,100.00 TO THE ADMINISTRATION NON-DEPARTMENTAL ACCOUNT FOR THE NHDES HERBICIDE TREATMENT AND EXOTIC AQUATIC PLANT CONTROL PROJECT

Resolved by the City Council of the City of Laconia as follows:

WHEREAS, the Laconia City Charter, Section 5:06, requires the Council to designate the source of any money appropriated after the budget is adopted; and

WHEREAS, on occasion grants will be made to the City for various projects or areas of interest that are beneficial to the City and its residents; and

WHEREAS, the City has been awarded a New Hampshire Department of Environmental Services (NHDES) herbicide treatment and Diver/Diver Assisted Suction Harvesting (DASH) Grant in the amount of \$57,100.00 for 50% of the cost for an Exotic Aquatic Plant Control Project in portions of Paugus Bay and Lake Opechee;

NOW THEREFORE, the City Manager is hereby authorized, on behalf of the City, to accept and expend a grant in the amount of \$57,100.00 for the NHDES herbicide treatment and Exotic Aquatic Plant Control Project. The City Council further authorizes the establishment of a separate account(s) for a distinctly stated, public purpose that is not foreign to the City or incompatible with the objective of its organization. The City Council further authorizes the appropriation of \$57,100.00 from the General Fund to the Administration Non-Departmental account to cover the City's share of the cost for the project. The City Manager shall be the designated agent of the Council to carry out the objectives set forth herein.

This Resolution shall take effect after two readings and upon its passage.

Mike Bordes, Mayor

Passed and approved this ____ day of _____, 2026

Katie Gargano, City Clerk

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 21.D.
REVIEW AND DISCUSSION OF THE 2026 EAST COAST
WATERCROSS RACE ON LAKE OPECHEE**

Discussion: East Coast Watercross is looking to hold their second annual race in Laconia from June 5 to June 7, 2026. They held their first annual race in Laconia on May 30 to June 1, 2025, which was well-attended. City staff were heavily involved in the review and approval of the event, and they had no issues with the preparation leading up to or the clean-up after the event. In addition to bringing racers and fans to contribute to the local economy, this was also a great opportunity for the Laconia Little League to earn money for the program by operating the concession stand for the event.

As of tonight's meeting, the event has been reviewed and approved by the Parks and Recreation Commission for use of Opechee Park, NHDES for use of the shoreline and Lake Opechee, and has been reviewed by the Conservation Commission. It is currently being reviewed by Marine Patrol for their approval and conditions, and an application has been submitted to the Special Events Review Committee for their review and approval at their next meeting on February 4, 2026. City staff wanted to provide the City Council with an opportunity to review the proposed event and ask questions prior to final review and approval by the Special Events Review Committee.

Fiscal Impact: There is no request for funding for this event. The event brought several dozen racers and fans to the City last year which contributed to the local economy and greatly supported the Laconia Little League.

Staff Recommendation: The Planning Department recommends the City Council review the proposed event and ask questions to address any concerns they may have.

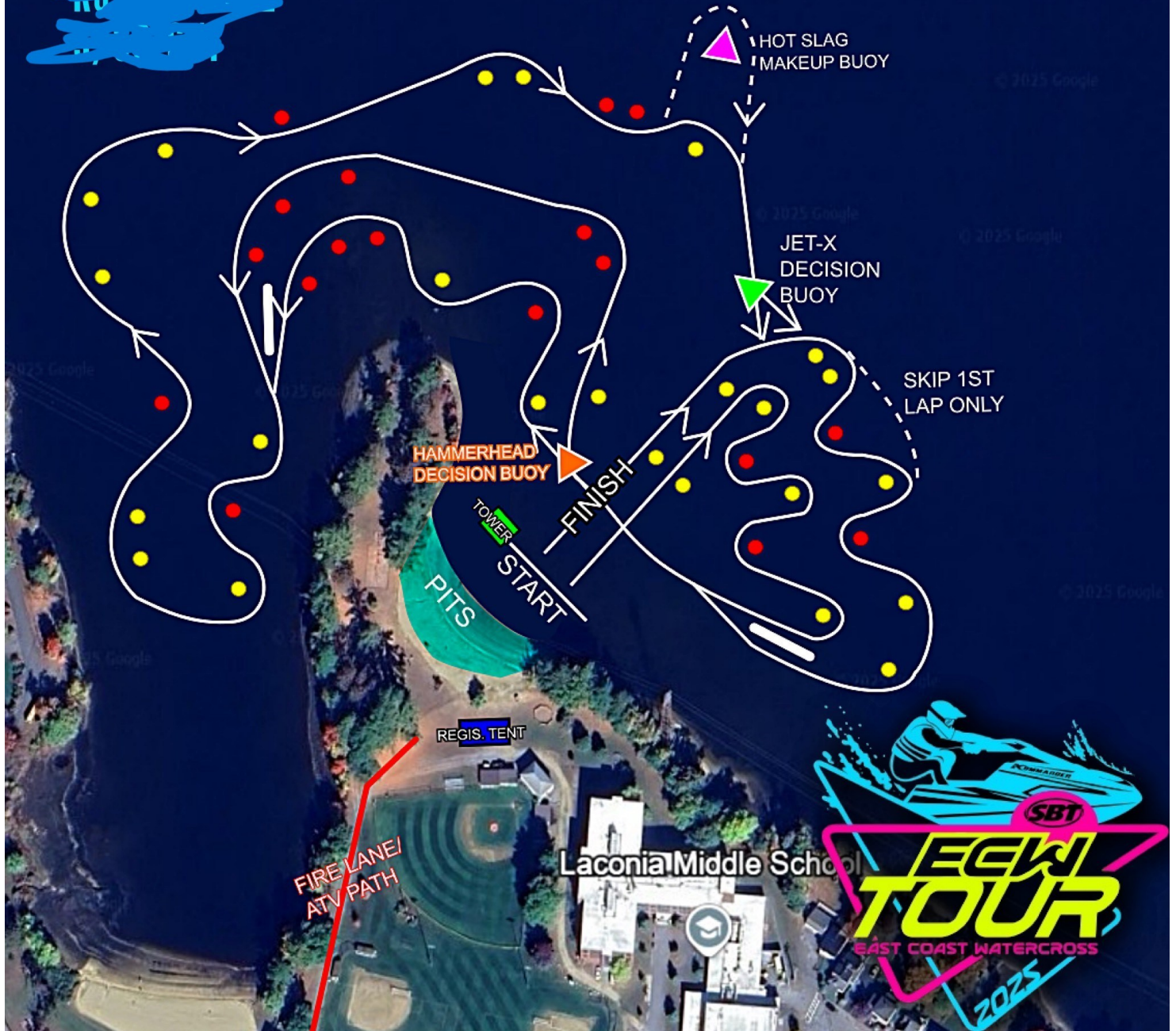
This Report Submitted By: Tyler Carmichael, Assistant Planner

Proposed Motions:

There are no proposed motions for this item.

Laconia, NH

~~Route 101~~



**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 21.E.
DISCUSSION REGARDING SOCIAL DISTRICTS**

Discussion: The City Manager will present comments regarding a Social Districts plan for the City of Laconia.

Fiscal Impact: n/a

Staff Recommendation: Staff recommends that this matter be referred to the Public Safety Subcommittee for further review.

This Report Submitted By: Kirk Beattie, City Manager

Proposed Motions:

"I move to refer the matter of Social Districts to the Public Safety Subcommittee for further review."

**LACONIA CITY COUNCIL AGENDA
JANUARY 26, 2026**

**STAFF REPORT
AGENDA ITEM 22.A.
RESOLUTION 2026-01 - RELATIVE TO ACCEPTANCE OF
AN AWARD IN THE AMOUNT OF \$26,405.00 FROM THE DEPARTMENT
OF SAFETY HOMELAND SECURITY GRANT PROGRAM FOR
THE PURCHASE OF SWAT/SOU EQUIPMENT FOR THE
LACONIA POLICE DEPARTMENT**

Discussion: The City has applied to the New Hampshire Department of Safety for grant funding in the amount of \$26,405.00 to purchase SWAT/SOU equipment through the Homeland Security Grant Program.

At the January 12, 2026 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public Hearing was held earlier this evening.

Fiscal Impact: None - The entire cost of this equipment is covered by the Homeland Security Grant, there is no local match requirement.

Staff Recommendation: Staff recommends approval of this grant acceptance.

This report submitted by: Detective Peter Horan, Laconia Police Department

Proposed motions:

"I move to waive a reading of Resolution 2026-01 in its entirety and to read by title only."

"I move a second reading of Resolution 2026-01 relative to acceptance of an award in the amount of \$26,405.00 from the Department of Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department."

"I move to approve Resolution 2026-01 relative to acceptance of an award in the amount of \$26,405.00 from the Department of Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department, and to authorize the City Manager to sign any documents in relation to this matter."

RESOLUTION

CITY OF LACONIA

RES-2026-01

In the Year of Our Lord two thousand and twenty-six

A RESOLUTION RELATIVE TO AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXPEND A HOMELAND SECURITY GRANT FOR THE LACONIA POLICE DEPARTMENT ON BEHALF OF THE CITY IN THE AMOUNT OF \$26,405.00 TO PURCHASE EQUIPMENT FOR THE SWAT/SOU TEAMS

Resolved by the City Council of the City of Laconia as follows:

WHEREAS, the Laconia City Charter, Section 5:06, requires the Council to designate the source of any money appropriated after the budget is adopted; and

WHEREAS, on occasion grants will be made available to the City for various projects or areas of interest that are beneficial to the City and its residents; and

WHEREAS, the City has been given application for a Homeland Security Grant for the purchase of SWAT/SOU equipment for the Laconia Police Department in the amount of \$26,405.00;

NOW THEREFORE, the City Manager is hereby authorized, on behalf of the City, to accept and expend donations in the amount of \$26,405.00 from a Homeland Security Grant for the purchase of SWAT/SOU equipment for the Laconia Police Department. The City Council further authorizes the establishment of a separate account(s) for a distinctly stated, public purpose that is not foreign to the City or incompatible with the objective of its organization. The City Manager shall be the designated agent of the Council to carry out the objectives set forth herein, and to sign all documents related to this grant.

This Resolution shall take effect after two readings and upon its passage.

Mike Bordes, Mayor

Passed and approved this ____ day of _____, 2026

Katie Gargano, City Clerk

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



EDDIE EDWARDS
STEVEN R. LAVOIE
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

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

November 20, 2025

Detective Peter Horan
Belknap County Regional SOG
c/o City of Laconia
126 New Salem Street
Laconia, NH 03246

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

Dear Detective Horan,

It is my pleasure to inform you that upon review of your 2025 Homeland Security Grant Application, the **Belknap County Regional SOG c/o City of Laconia** has been awarded **\$26,405**. This grant award expires on September 30, 2026. There are no guarantees for funding beyond this timeframe, however we do anticipate 2026 funds being available should you choose to continue with this program.

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

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

Sincerely,

Kelly Chapman

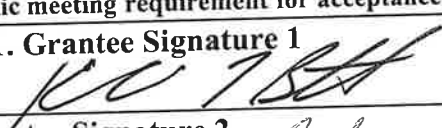
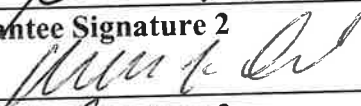
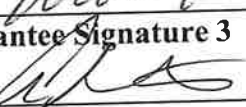
Kelly Chapman
Grants Administrator

CC: File

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name: NH Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Belknap County Regional SOG c/o City of Laconia		1.4. Grantee Address 126 New Salem Street Laconia, NH 03246	
1.5 Grantee Phone # (603) 524-5252	1.6. Account Number 10-22980000-500574	1.7. Completion Date 9/30/2026	1.8. Grant Limitation \$26,405.00
1.9. Grant Officer for State Agency Holly Boisvert		1.10. State Agency Telephone Number (603) 271-7663	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Kirk Beattie City Manager	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Matt Canfield Chief of Police	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Allan Gratton Captain	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

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

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

EXHIBIT A SPECIAL PROVISIONS

Sub-Grant Total	\$26,405
Funding Percentage	100%
Federal Award Agency	Federal Emergency Management Agency, Grants Program Directorate
Award Title & #	2025 Homeland Security Grant Program – EMW-2025-SS-05037
Grant Project Title	SWAT/SOU specific equipment
Period of Performance	Date of G&C Approval through September 30, 2026
Budget Period	Date of G&C Approval through September 30, 2026
ALN #	ALN# 97.067
Sub-Applicant UEI #	GQFMQLRNBA69

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

EXHIBIT B

SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as “the State”) is awarding the Belknap County Regional SOG c/o City of Laconia (hereinafter referred to as “the Grantee”) \$26,405.00 for the purpose of local first responders statewide for executing anti-terrorism linked eligible training, exercises and procuring eligible equipment.
2. “The Grantee” agrees that the project grant period ends September 30, 2026, and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted to the Department of Safety, Grants Management Bureau, prior to November 30, 2026.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee” is responsible for the overall direction and assignment of all 2025 Homeland Security grant.

EXHIBIT C

GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$26,405
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$26,405
 - b. "The State" shall reimburse up to \$26,405 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies invoices and proof of payment). This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

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

IV. Americans with Disabilities Act of 1990

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

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

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

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

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (c) Awardee name,
 - (d) Awardee address,
 - (e) AOR name, title, phone, and email address,
 - (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.
- (3) Definitions.
- (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
 - (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
 - (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
 - (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
 - (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

VIII. Civil Rights Act of 1968

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

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

X. Copyright

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

XI. Debarment and Suspension

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

XII. Drug-Free Workplace Regulations

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

XIII. Duplicative Costs

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

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

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

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XV. Energy Policy and Conservation Act

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

XVI. Equal Treatment of Faith-Based Organizations

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

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

XVII. Anti-Discrimination

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

(1) Definitions. As used in this clause –

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

(2) Grant award certification.

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

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

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

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

XVIII. False Claims Act and Program Fraud Civil Remedies

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

XIX. Federal Debt Status

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

XX. Federal Leadership on Reducing Text Messaging While Driving

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

XXI. Fly America Act of 1974

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

XXII. Hotel and Motel Fire Safety Act of 1990

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

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

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

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

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

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

XXV. Lobbying Prohibitions

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

XXVI. National Environmental Policy Act

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

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

- (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - (a) cybersecurity;
 - (b) foreign travel security;
 - (c) research security training; and
 - (d) export control training, as appropriate.
- (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

XXVIII. Non-Supplanting Requirement

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

XXIX. Notice of Funding Opportunity Requirements

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

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

XXX. Patents and Intellectual Property Rights

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

XXXI. Presidential Executive Orders

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

XXXII. Procurement of Recovered Materials

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

XXXIII. Rehabilitation Act of 1973

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

XXXIV. Reporting Recipient Integrity and Performance Matters

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

XXXV. Reporting Subawards and Executive Compensation

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

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

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

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- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- (3) *Waivers*
- When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.
- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
 - (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
 - (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

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

XXXVII. SAFECOM

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

XXXVIII. Subrecipient Monitoring and Management

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

XXXIX. System for Award Management and Unique Entity Identifier Requirements

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

XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
- (a) If the recipient fails to comply with the terms and conditions of the federal award;
 - (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

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XLI. Terrorist Financing

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

XLII. Trafficking Victims Protection Act of 2000(TVPA)

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

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

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

XLIV. Use of DHS Seal, Logo and Flags

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

XLV. Whistleblower Protection Act

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

New Hampshire Grant Terms and Conditions 2025

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

9. **Advice:** No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

10. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and/or

Adversely affecting the confidence of the public in the integrity of the government or the program. Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

11. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.

12. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.

13. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.

14. **Construction Projects:** NSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL)

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

15. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
16. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
 - Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
 - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
 - The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
 - Financial Responsibility: The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
17. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

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

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

As a condition of the receipt of these funds:

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

Tracking of Equipment:

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

Equipment valued over \$10,000:

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

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

National Incident Management System (NIMS) Implementation

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

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

Certification by Official Authorized to Sign

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

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

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

Certification by Authorized Official*

Name: Kirk Beattie Title: City Manager
Agency: City of Laconia Mailing Address: 45 Beaton St. East Laconia, NH
Phone Number: 603-527-1270 E-Mail: citymanager@laconia-nh.gov
Signature: [Signature]

Certification by Program Manager/Contact *

Name: Peter Horan Title: Detective
Agency: Laconia Police Mailing Address: 126 New Salem St Laconia, NH
Phone Number: 603-524-5252 E-Mail: phoran@laconia-nh.gov
Signature: [Signature]

Certification by Financial Officer *

Name: Allan Graton Title: Captain
Agency: Laconia Police Mailing Address: 126 New Salem St Laconia, NH
Phone Number: 603-524-5252 E-Mail: agraton@laconia-nh.gov
Signature: [Signature]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

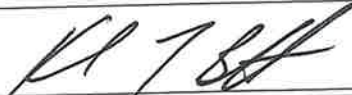
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION Laconia Police Department	DATE SUBMITTED 12-16-25

ACCEPTANCE OF AUDIT REQUIREMENTS FFY 2025 Homeland Security Grant Program

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

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

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

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

Beginning: 7-1-24 Ending: 6-30-25
Date Date

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

Date: 3-30-26

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

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

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

Signatures: Dated 12-16-25

[Signature]
Program Director

[Signature]
Financial Officer

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

Peter Horan
Print Name

Allan Gorton
Print Name

Kirk Beattie
Print Name

New Hampshire Local Government Center

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q: What happens if there is a vacancy?

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

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

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

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

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

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

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

June 2006, *Town and City*

PO Box 617 • Concord, NH 03301 • 603.224.7447

Approved Items Checklist

Belknap County Sheriffs Office SOG
2025 SWAT/SOU Specific Equipment
\$26,405.00

Grant Expires: 9/30/2026
Vendor: 177419 B003
Acct: 22980000 500574
Activity: 23HS25LPLC
RQ:
PO:

Approved				Reimbursed			Vendor	Invoice #	Date
Name of Equipment	Quantity	Cost	AEL	Name of Equipment	Quantity	Cost			
Binoculars	15	\$13,500.00	3						
Flashlight	20	\$4,000.00	3						
Eye Protection	20	\$3,000.00	1						
Radio mic assembly (for gas mask)	20	\$5,905.00	6						
Total		\$26,405.00				\$ -			

Balance \$ 26,405.00

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Balance \$ 26,405.00