TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY
P.O. BOX 10009
SWANZEY, NH 03446-0009
TOWN HALL (603) 352-7411 FAX (603) 355-8099
WWW.SWANZEYNH.GOV

Board of Selectmen Meeting Agenda

Whitcomb Hall, 17 Main Street Swanzey

January 8, 2025

1. Call to Order – 5:30 PM

2. Consideration of Meeting Minutes
   A. Regular Meeting of December 30, 2024

3. Consent Agenda
   A. Payroll Manifest
   B. Payables Manifest
   C. Abatement #2024-56
   D. Supplemental Tax Warrant
   E. Veterans Tax Credit & Solar Exemptions
   F. Personnel Action Reports

4. Public Input

5. Appointments
   A. 5:35 DPW Director Joe DiRusso – Driveway Permit Related to Detached Accessory Dwelling Unit at 166 Christian Hill Road
   B. 6:15 Selectmen's Ex-Officio Representative to the Planning Board Charles Harbeck

6. Consideration of New Business
   A. Contracted Assessing Services
   B. Contracted IT Services
   C. Requested Expenditure – Design Expenses related to Lower Winchester Street / West Swanzey Road Project

7. Consideration of Old Business
   A. West Swanzey TIF District Development Plan
   B. 2025 Town Warrant Review – As Needed
   C. Other 2025 Budget Follow Up – As Needed

8. Administrative Update

9. Correspondence

10. Public Input

Agenda items and times are tentative and subject to change – they are provided for informational purposes only

11. Possible non-public sessions, as needed

12. Adjournment

Agenda items and times are tentative and subject to change – they are provided for informational purposes only

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MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Michael Branley, Town Administrator

RE: January 8, 2025 Agenda

DATE: January 6, 2025

CC:

1. **Call to Order – 5:30 PM**

2. **Consideration of Meeting Minutes**
   A. Regular Meeting of December 30, 2024

3. **Consent Agenda**
   A. Payroll Manifest
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   F. Personnel Action Reports

4. **Public Input**

5. **Appointments**
   A. 5:35 DPW Director Joe DiRusso – Driveway Permit Related to Detached Accessory Dwelling Unit at 166 Christian Hill Road
   B. 6:15 Selectmen's Ex-Officio Representative to the Planning Board Charles Harbeck

6. **Consideration of New Business**
   A. Contracted Assessing Services – our contract with Marazoff Assessing for general assessing and revaluation services ended at the end of the year. Our 2024 revaluation contract included abatements related to the 2024 reassessment. Our next reassessment will be in 2029 and should be a full measure and list (where all properties are attempted to be visited by the assessor) since our 2024 revaluation was a statistical update (where only sale and improved properties were inspected).
   B. Contracted IT Services – our annual contract with Twin Bridge Servies expired at the end of the year. 2025 is showing a larger increase than usual, primarily because about a year ago we retired our email server and went to a cloud-based Microsoft Exchange system. This provided several benefits, including one fewer server that needs to be replaced every

few years, but added Microsoft Business Standard Account subscription costs per account. The first year's $8,910 was included in the server retirement project cost but now the second year's costs are in our annual service agreement. The 2024 total cost across all departments was $48,271 and in 2025 the cost will be $60,445.

SUGGESTED MOTION: I move to authorize the Town Administrator to sign the contract with Twin Bridge Services for contracted IT services for 2025.

C. Requested Expenditure – Design Expenses related to Lower Winchester Street / West Swanzey Road Project. I confirmed with Mr. Ruoff that the City of Keene is requesting reimbursement from the Town for $2,768.57 at this time for the Lower Winchester Street Project and $7,732.36 for the completion of Phases 2 & 3 of design.

SUGGESTED MOTION: I move to authorize the expenditure of us to $11,000 for design work associated with the Lower Winchester Street / Rt. 10 redesign project from the InvestNH Per Unit Grant.

7. Consideration of Old Business

A. West Swanzey TIF District Development Plan – staff has been working to complete a development plan prior to the hearing on this next week.
B. 2025 Town Warrant Review – As Needed
C. Other 2025 Budget Follow Up – As Needed

8. Administrative Update

9. Correspondence

10. Public Input

11. Possible Non-Public Sessions, as Needed

12. Consideration of Other Business

13. Adjournment

2025 TOWN MEETING COUNTDOWN

1/8/25 – Submissions for the annual report due to the Board of Selectmen's Office
1/15/25 – Public Budget Hearing & Bond Hearing at Whitcomb Hall
2/4/25 – Deliberative Session at Whitcomb Hall
3/11/25 – Town Election

UPCOMING AGENDA ITEMS

PENDING BOARD MATTERS / PROJECTS

- Webber Hill Road Stabilization –
  - Construction began in September and after several months of working through issues worked resumed in earnest in December and solid progress is being made.
  - 2025: Project Close out
- Rail Trail Improvements – On hold while we try to identify a way to repair the washouts from July 2023 flooding event. We seem to be making some progress on a few avenues.
- Christian Hill Road Bridge Replacement – Design work has been progressing well but slowly.

As required, we listed this bridge for sale and received no bids so it can be hopefully repurposed at the Ashuelot Rail Trail to bridge one of the large washouts.

- West Swanzey AA Park – Project is complete, staff is working on closeout.
- West Swanzey TIF District Advisory Committee – public hearing on 1/15.
- Brown Field Improvements – Staff is working on identifying grants or other funding sources.
- California & North Winchester Street project – design work is ongoing, we submitted our State loan application on 5/1 and we had a kickoff meeting with the State on 5/22. Bidding is expected to take place over the winter with construction in Spring of 2025. We had a design meeting with Underwood and DES on 10/16 and Underwood and DPW had a site visit on 11/6.
- Grange Hall Roof Repair – Construction started on 10/14 and is progressing well. Work was a little behind scheduled completion of by the end of the year, however they should be completed soon.

Town of Swanzey, New Hampshire
Board of Selectmen
Meeting – December 30, 2024
Whitcomb Hall, Main Street, Swanzey, NH

Note: Draft Minutes are subject to review, correction and approval by the Board. Review and approval of Minutes generally takes place at the next regularly scheduled meeting of the Board.

CALL TO ORDER

The meeting was called to order by Chair Sylvester Karasinski at 5:31 p.m. at Whitcomb Hall, Main Street, Swanzey, NH. Present were Selectmen W. William Hutwelker III, Sylvester Karasinski and James Tempesta. Also present was Town Administrator Michael Branley and Human Resources Coordinator Meagen Kerris as Recording Secretary.

OTHERS PRESENT

Steven Bittel, Chris Levy, Cheri Domina, Adam Paquette, Bob DeRocher, Mike Gomarlo, Mike York, Scott Self, Bruce Bohannon, Chris Levy, Mark Scalera, Jane Johnson, George Nikiforakis, and Victoria Reck-Ames.

MINUTES

- The regular meeting Minutes of December 18, 2024, were considered. There was a motion by Tempesta to approve the regular meeting Minutes of December 18, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**
- The non-public meeting Minutes #1 of December 18, 2024, were considered. There was a motion by Tempesta to approve the non-public meeting Minutes #1 of December 18, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**
- The non-public meeting Minutes #2 of December18, 2024, were considered. There was a motion by Tempesta to approve the non-public meeting Minutes #2 of December 18, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**

CONSENT AGENDA

Motion was made by Tempesta to approve the Consent Agenda. There was a second by Hutwelker with recusal for item on Perry Lane tax abatement. All were in favor. ***Motion passed.***

- Payroll Manifest
- Payables Manifest
- Swanzey PTO Raffle Permit #2024-23
- Intent-to-cut – Map 240 Lot 30
- General Assistance Allowable Limits
- Personnel Action Reports

PUBLIC INPUT

Bob DeRocher requested feedback on the mold condition of the Monadnock Place Apartments. Branley said there was mold during construction however as far as he knew it had been addressed.

Mike Gomarlo submitted to the Selectmen a petitioned warrant article to add a voting place at Whitcomb Hall and raise $15,000.

APPOINTMENTS

Code Enforcement Officer Chris Levy – Introduction to the Board

Chris Levy introduced himself and shared a brief description of his background in code enforcement and his other public service positions.

Steven Bittel – West Swanzey TIF Advisory Committee Final Report

Bittel presented to the Board the recommendations from the West Swanzey TIF Advisory Committee. The Committee's proposed map and the draft minutes from their final meeting, which reflects their recommendations for two articles, one creating the TIF District and one authorizing bonding authority for $1 million. TIF is discrete revenue stream arises from increase property values. Funding is separate of any revenue for water income. The only way to pay off the debt is to have significant property value increases along Rt. 10. Meaningful high value commercial properties need water. Commercial development wouldn't use as much water. The committee feels the town should investigate fee structure and charge commercial properties higher rates. Engineering numbers need to be fine-tuned. Water storage would be ideal by Viewpoint Mobile Home Coop, which may need to use the water system. Bittel said it will take a fair amount of prep work to bring it to fruition. The TIF District doesn't work without Rt. 10 water line extension and the extension needs the storage tank.

Bob DeRocher supports project but he thinks we should hold off and do more research because of the other big ticket warrant articles for this year's meeting. Tempesta discussed breaking down the project into phases and the loan won't start until the project is complete. Branley said if we do not move forward with a warrant article to purchase the system this year, the state will allocate the 40% forgivable loan to another project. This year, Swanzey is high up for approval. The water system is currently at maximum capacity. Will need public hearing notices by the end of the week. There was a discussion about the Safford Drive TIF being closed out around 2027. Bittel said the Committee strongly backs the project. It is unknown how long the system will last as-is. Bittel said it would be beneficial to include in the district addressing sewer issues. After discussion, the Board consensus was to move forward with warrant articles to create the TIF District and purchase and improve the water system, but not TIF bonding authority.

CONSIDERATION OF NEW BUSINESS

Discussion Regarding 2025 Zoning Amendments

Cherri Domina discussed zoning amendments related to wetlands that will be presented at the January 9th Public Hearing. Moosewood Ecological did a review of the Town's natural resources ordinances and regulations in addition to a town-wide wetlands evaluation. According to RSA 36-A, this is part of the duties belonging to the Conservation Commission. Moosewood identified that Swanzey has 374 wetlands, covering approximately 2,824 acres. For the purpose of the study, wetlands greater than 2 acres were reviewed. Moosewood noted that many of the wetlands are compromised due to the lack of vegetative buffer. The suggested amendments are to reconsider allowed uses within the Wetlands District and Consider Establishing an upland buffer ordinance.

Discussion ensued about placing wetlands and types under one name. Suggested changes would limit what can be done with bush and trees within 75 ft of swamps, marshes, bogs, vernal pools, wooded wetlands, rivers and streams (unless the project is exempt). Hutwelker feels strongly that people need to know if they will be impacted. He also wants this to apply to everything or nothing and thinks it is unfair for agriculture to be treated different than activities like mowing. Jane Johnson said there will be discussion at the public hearing and who attends to help impacted residents understand. Tempesta agrees that those who could be affected should be notified of the public hearing. Town Planner Adam Paquette said he has followed RSAs to notify people of the public hearings. Wetlands of any size can be put into current use.

Cherri commented that final amendment exempts manmade water sources. Hutwelker appreciates all the work that was done. There was a discussion about updating the open space plan and providing information in advance for the board as a recommendation.

NEW BUSINESS

January Meeting Schedule

- **January 1 – New Years Day, no meeting**
- **January 8 – Regular meeting**
- **January 15 – Budget & bond public hearing Whitcomb Hall**
- **January 22 – Last meeting prior to posting of the budget & warrant**
- **January 29 – Last meeting prior to Deliberative Session (on 2/4)**

There was a discussion about the location of upcoming larger meetings and consensus was to stay at Whitcomb Hall. Selectman Tempesta discussed the possibility of having a TV on the first floor of Whitcomb Hall for the deliberative session to help prepare for a greater number of attendees.

CONSIDERATION OF OLD BUSINESS

2025 Town Warrant Article Review

Zoning petition needs its own WA, not included with planning board.

- Article 2 is Planning Board recommended zoning amendments.
- Article 3 is a petitioned zoning amendment, which needs to be separate from the other zoning amendments.
- Article 4 is fire station article for a total cost of $3.9 million. Hutwelker suggested reducing the total cost to $3.5 million because he feels site work and other aspects will be less expensive than quoted. The Board agreed by consensus to lower the total warrant article to $3.5 million. Derocher thinks it will be much more.
- Article 5 is the purchase and improvements of the West Swanzey Water Company.
- Article 6 – was to authorize $1 million for the West Swanzey TIF District, which the Board agreed to remove.
- Article 7 $100,000 storm water capital improvement. Branley said this project is expected to increase opportunities for grant funding. This is a forgivable loan so there should be limited cost. There was a discussion regarding incorporating the tax impact.
- Article 8 is the operating budget.
- Article 9 is the first capital reserve article. There was discussion about separating the Grange Hall CRF article. Board consensus was to make no change at this time.
- Article 10 is the second capital reserve article for public works items.
- Article 11 Fire station backup plan to save $300,000 in the Fire Stations Capital Reserve Fund. It only goes into effect if fire station is not approved.
- Article 12 would create the West Swanzey TIF District
- Article 13 would create a water fund if Article 5 passes. Branley said he is still waiting to hear from DRA if this is needed.
- Article 14 adds money to the Ambulance Expendable Trust Fund. Branley asked in light of discussion with the County if the Board would like to increase it from $80,000. Board consensus to increase it to $100,000.

- Article 15 Reauthorize the commercial/industrial tax exemption.
- Article 16 Petition to increase the board of selectmen to 5 members.
- Article 17 Petition to add a second polling place at Whitcomb Hall and raise $15,000. There was a discussion of what two locations for voting would look like.

ADMINISTRATIVE UPDATE

The Board reviewed a memo from Assistant Town Planner Stephon Mehu regarding the State considering adding a roundabout at the intersection of Rt. 101 and Swanzey factory Rd. No action needed.

CORRESPONDENCE

The Board reviewed a letter from the City of Keene regarding the Lower Winchester Street Project.

PUBLIC INPUT

Mike York stated the State Office of Planning has an upcoming webinar that may be of interest. Paquette will send it out.

Tempesta asked about the status of the septic ordinance discussed with the Boar a few meetings ago.

NONPUBLIC SESSION

Motion was made by Tempesta to enter Non-public session pursuant to RSA 91-A:3(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. The motion was seconded by Hutwelker. The Selectmen voted unanimously by roll call to go into non-public session at 8:15 p.m. *Motion passed.* Present was James Tempesta, W. William Hutwelker III, and Sylvester Karasinski. Also present was Town Administrator Michael Branley and Recording Secretary Meagen Kerris.

The Board discussed upcoming department head evaluations and other personnel matters. No decisions were made.

Motion was made by Tempesta to leave non-public session and return to public session. The motion was seconded by Hutwelker, with all in favor. *Motion passed.* Non-public session ended at 8:31 p.m.

ADJOURNMENT

Motion to adjourn the meeting was made by Tempesta. The motion was seconded by Hutwelker without further discussion. All were in favor. ***Motion passed.*** Adjournment occurred at 8:32 p.m.

Respectfully Submitted,

Recording Secretary Meagen Kerris

Town of Swanzey, NH ABATEMENT# 2024-56

CR: _____
DB: 01-4999-4999-1-990

To the Collector of Taxes:

By vote of the Board of Selectmen upon the application of
Swanzey West Limited Partnership 232/53
Property owner name(s) Map/Lot

We have abated the amount of $ 82,910.00

Cause of abatement: To abate tax bill and issue supplemental tax bill per Assessor

Per order, _____

_____

Date _____ _____
White = tax collector Yellow = finance Pink = book Swanzey Board of Selectmen

TAX COLLECTOR'S PROPERTY TAX SUPPLEMENT WARRANT
STATE OF NEW HAMPSHIRE

Cheshire ss.

TO: Kevin Westcott, Collector of Taxes for Swanzey, New Hampshire in said county.

In the name of the State you are hereby directed to collect the property taxes committed to you, amounting to the sum of Forty Eight Thousand Six Hundred Thirty Two Dollars ($48,632.00) and with interest at eight (8%) percent per annum on all sums not paid thirty (30) days after the bills are mailed.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars ($1,500.00) or more.

Given under our hands at Swanzey, New Hampshire, this Eighth day of January in 2025.

_____
Sylvester Karasinski

_____
W.William Hutwelker

_____
James Tempesta

Board Of Selectmen
Swanzey, New Hampshire

Owner	PID & Location	Amount
SWANZEY WEST LIMITED PARTNERSHIP	232 / 53 / 0 / 0 / 0	**$48,632.00**
PO BOX 1015	10 PERRY LN	
WALPOLE, NH 03608		
Reason: SUPPLEMENTAL BILL TO CORRECT PROPERTY TAX BILLING PER ASSESSOR.		

Twin Bridge Services LLC

Allan E. Treadwell
93 Twin Bridge Road
Washington, NH 03280
(603) 716-8160
allan@twinbridgeservices.com

Date: December 15, 2024

Service For: Town of Swanzey, NH
Attn. Michael Branley
620 Old Homestead Highway
P.O. Box 10009
Swanzey, New Hampshire 03446-0009

Telephone: (603) 352-7411 FAX (603) 352-6250

PROPOSED 2025 Annual Service Agreement

THIS AGREEMENT made as of the 1st day of January in the year 2025, by and between the Town of Swanzey, 620 Old Homestead Highway, Swanzey, New Hampshire 03446-0009 (hereinafter "the Town") and Twin Bridge Services, 93 Twin Bridge Road, Washington, NH 03280 (hereinafter "TBS" or the "Contractor"),

WITNESSETH; that the Town and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Purpose

This Service Agreement is intended to ensure the proper operation, preventative maintenance and continuous technical support by Twin Bridge Services for the Town of Swanzey's networked operating system, equipment, and related network infrastructure as detailed in the Town's Request for Proposal.

Article II. Term of Agreement

This Agreement shall begin on January 1, 2025 and end at 4:00 pm on December 31, 2025.

Article III. Scope of Work

This Agreement requires TBS to provide the following services to the Town:

1) Installation, maintenance, preventive maintenance and administration of hardware and operating systems, including updates and patches, for approximately Five (5) departmental and Town wide servers running Windows Server operating systems.

2) Microsoft 365 Subscription Costs plus Management of Microsoft Exchange Online and Office Applications.

3) Installation, maintenance, preventive maintenance and administration of hardware and operating systems, including updates and patches, for approximately seventy-one (71) departmental and public access workstations running various versions of Windows operating systems.

4) Installation, maintenance, preventive maintenance and administration of approximately Thirty (30) networked and local laser and inkjet printers, including updates and patches.

5) Installation and maintenance of associated uninterruptible power supply (UPS) units.

6) Installation, maintenance, and administration of various hardware and software related to LAN and WAN infrastructure and cabling, including but not limited to wired and wireless routers, switches, modems, and firewalls over copper and fiber optic lines.

7) Installation and maintenance of additional software, upgrades, and patches including but not limited to:
    a) Server and workstation antivirus software
    b) Server backup software
    c) Microsoft Office products
    d) Departmental application software
    e) Telephone System Support
    f) Security Camera Support

8) Provide technical support in order to maintain the Town's internet access over a Spectrum Cable and or First Light Fiber.

9) Assist the Town in maintaining a current inventory of all equipment associated with the network including their location and relevant hardware and peripherals installed.

10) Assist the Town in maintaining documentation on the configuration of equipment including operating systems, installed software, including relevant versions and settings.

11) Assist the Town in maintaining documentation related to the set up and configuration of all network related hardware and infrastructure, including user and group access rights, log-in scripts, and other network related information.

12) Make recommendations, along with the associated cost, in order to adequately maintain the system and its components including the upgrade, replacement, or installation of additional equipment and/or related software.

13) TBS shall provide support for software products necessary to the successful operation of this installation. TBS shall be consulted prior to software or hardware purchases to ensure compatibility with current equipment configuration.

14) TBS shall provide support for Network Administration including User and Email Account Setup, Security Settings, Remote Access and Virtual Private Network Access.

14) Repair and Replacement Equipment. All equipment purchased or warranted under this agreement will be repaired at the earliest possible and mutually agreeable time, at no charge. Material costs are not included. There will be no charge for travel time. Service calls exceeding those outlined below will incur a $125.00 per visit charge. At the discretion and written authorization of the Town of Swanzey, TBS shall provide emergency replacement equipment on a temporary basis. Fees will apply.

15) Anti-Virus Software. Anti-virus Software shall be included as part of this Agreement which also includes SonicWall Annual Subscription Services. TBS will take every reasonable precaution to ensure the Town's systems stay virus free and un-compromised. HOWEVER, TBS will not be responsible for computer or program damage due to viruses or unlawful computer access. Computer repairs in these instances, and or retrieval of data under these circumstances will be billed at $250.00 per hour.

16) Emergency Service Requests. TBS defines Emergency Service as: "On-site service that you must have AND TBS can deliver within 24 hours". Emergency Services will be billed at a rate of $125.00 per hour plus a $125.00 service fee. Other, non-urgent requests for service that may be delivered within 24 hours of receiving your call are not subject to these fees.

17) Not Included in Scope of Work.

a) Materials used for the repair of equipment that is out of warranty by either TBS or the original manufacturer.
b) Labor charges for emergency onsite services on equipment that is out of warranty by either TBS or the original manufacturer.
c) Labor charges for onsite services provided for projects outside the scope of this service agreement.
d) Costs of temporary replacement equipment

Article IV. Support Services

Services related to the above scope of work shall include:

1) Provide on-site performance of routine maintenance, upgrades, installations, and non-critical problem solving shall be scheduled during normal business hours between 8:30 am and 5:00 pm Monday through Friday excluding holidays with a minimum of 8 hours' notice. Additional hours may be required to complete a project or resolve a problem. Whenever possible, such hours shall be scheduled in advance.

2) Provide telephone support during normal business hours (as defined above) for issues of a more critical nature that cannot wait until the next scheduled visit. Resolution of these issues may require an on-site visit in which case the response time will be no more than four (4) normal working hours unless agreed upon by the Town.

3) Provide, on rare occasions, telephone or on-site support for mission critical issues which occur during non-business hours.

Article V. Termination

In addition to all other remedies available to it, the Town shall have the right to terminate this Contract upon five (5) days written notice to the Contractor following the occurrence of any one of the following events:

1) The Contractor's making a general assignment for the benefit of creditors, the appointment of a receiver on account of insolvency, or the filing of a voluntary or involuntary petition in bankruptcy.

2) The Contractor's refusal or failure to perform the work in a timely manner.

3) A substantial breach of any other provision of this Contract.

Article VI. Non-Renewal

The client shall provide sixty-days (60) advance written notice to TBS of their decision not to renew this service agreement. The client will be responsible for any third party subscription fees paid on their behalf that extend beyond the separation date.

Article VII. Independent Contractor

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

Article VIII. Non-Assignment

Neither Contractor nor Town shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that Contractor shall have the right to assign this Agreement, without the consent of the Town, in the event of a corporate reorganization, merger or transfer of substantially all of Contractor's assets. Both parties undertake that each will not for a period of two years from the termination of this Agreement entice away or endeavor to entice away from the Contractor any employee or engaged subcontractor. Each party acknowledges that the prohibition and restriction contained in this clause are reasonable in the circumstances and necessary to protect the business of the other party.

Article IX. Indemnification of the Town

The Contractor releases the Town from, agrees that the Town shall not be liable for and indemnifies the Town against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the Town arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Contractor, its agents or anyone who is directly employed in connection with this Agreement, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the Town.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Town in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Contractor, and the Contractor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Town for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Town, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Town hereunder shall survive the term of this Contract.

The Town shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

Article X. Insurance

Contractor shall obtain and maintain insurance throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below. Contractor shall list Town of Swanzey and its officials, and employees as an additional insured on its liability coverages on a primary and noncontributory basis, and provide proof of endorsement.

The Contractor shall produce certificates of insurance that include the Owner as an Additionally Named Insured on the liability coverages before beginning work.

Article XI. Additions to Contract

All additions to or changes to the Contract shall be made in writing signed by both parties, stating the addition or change in work to be performed and the additional costs or credit to be given for such work.

Article XII. Annual Service Agreement Costs by Department

Based on the file servers, number of computers, number and type of peripherals, number of anti-virus products and/or licenses and the number of software packages supported as detailed in the Town's Request for Proposal, the costs of the Service Agreement are as follows:

1)	Town Offices	$ 28,732.00
2)	Police Department	$ 21,194.00
3)	(3) Fire Departments	$ 5,339.00
4)	DPW	$ 2,132.00
5)	Recycling Center	$ 1,184.00
6)	Cemetery	$ 478.00
7)	Parks & Recreation	$ 692.00
8)	Sewer Department	$ 704.00
Total Service Agreement Cost		$ 60,445.00

Article XIII. Governing Law

The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof. Venue for any dispute shall be the Cheshire County Superior Court unless the parties otherwise agree.

Article XIV. Payment

1) TBS and the Town agree to a Quarterly Payment Schedule of the Total Service Agreement Cost.
2) The First Quarterly Payment will include all Annual Licensing and Subscription Fees paid by TBS upon signature of this agreement.
3) Payment Schedule:

a) 1st Quarter – Due Upon Signature	$ 31,272.50
b) 2nd Quarter – Due April 1, 2024	$ 9,727.50
c) 3rd Quarter – Due July 1, 2024	$ 9,727.50
d) 4th Quarter – Due October 1, 2024	$ 9,727.50

WHEREFORE, the parties have executed this Contract on the date written below.

Signed Allan E. Treadwell Date 12/5/2023

Signed _____ Date _____
Authorized Signature

Notes for 2025

1) Swanzey's Updated Inventory Value is now $ 61,373.00 with newly added equipment.
2) Swanzey has $ 918.00 in prorated inventory credits projected for 2025.
3) This ASA includes $ 21,545.00 in Subscription Fees paid on your behalf.
4) This ASA NOW INCLUDES NEW Microsoft Subscription Fees totaling $ 11,475.00
5) The table below shows detailed cost breakdowns by department.

2025 Inventory Cost	Location	Service Costs Only	Annual Subscription Costs	2025 Prorated Credits
$ 28,732.00	**Town Offices**	$ 16,287.00	$ 12,445.00	$ 458.00
$ 21,194.00	**Police Department**	$ 14,174.00	$ 7,020.00	$ 460.00
$ 5,339.00	**Fire Departments**	$ 4,369.00	$ 970.00	$ -
$ 2,132.00	**DPW**	$ 1,512.00	$ 620.00	$ -
$ 1,184.00	**Recycling Center**	$ 1,044.00	$ 140.00	$ -
$ 478.00	**Cemetery**	$ 408.00	$ 70.00	$ -
$ 692.00	**Parks & Recreation**	$ 552.00	$ 140.00	$ -
$ 704.00	**Sewer Department**	$ 564.00	$ 140.00	$ -

CITY OF KEENE
NEW HAMPSHIRE

RECEIVED
DEC 19 2024
TOWN ADMINISTRATOR

December 13, 2024

Michael T. Branley, MBA
Town Administrator
Town of Swanzey
PO Box 10009
Swanzey, NH 03446

RE: Lower Winchester Street Reconstruction Project
NHDOT Project No.: KEENE 10309B
Federal Aid Project No.: STP-0111 (0007)
Town of Swanzey Reimbursable Costs to Date and Future Costs

Dear Mr. Branley,

The purpose of this letter is to provide a project financial update to the Town for both the costs on the projects that have been expended to date and provide an update on the anticipated local match costs to complete the preliminary and final design for the project, based on the recently executed contract between NHDOT and the selected design consultant, McFarland Johnson.

The Preliminary Engineering Study Phase (Design Phase 1) of The Lower Winchester Street Reconstruction Project, NHDOT Project No. 10309B, Federal Aid Project No.: STP-0111 (0007) has been completed. The project has advanced to and is under contract for the Preliminary Design (Phase 2) and Final Design of the Project (Phase 3).

	Total Project Costs	20% Local Match
- Phase 1: Preliminary Engineering	$461,427.89	$92,285.58
- *Phase 2: Preliminary Design*	*$847,164.31*	*$169,432.86*
- *Phase 3: Final Design*	*$441,562.67*	*$88,312.53*

Per the terms of the intercommunity agreement between the City of Keene and the Town, relative to the Lower Winchester Street Reconstruction Project and sharing of the costs thereof; Swanzey's reimbursement to the City for the preliminary design of the project is 3% of the 20% local match to the NHDOT administered Federal Funds which is **$2,768.57** for the costs spent to date for the completion of Phase 1 and an estimated $7,732.36 upon the completion of Phases 2 and 3, which are currently in progress.

If you have any questions or want to discuss, please feel free to contact me.

Respectfully,

Bryan Ruoff, PE
City Engineer

CITY OF KEENE
PUBLIC WORKS DEPARTMENT

350 Marlboro Street
Keene, NH 03431

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KeeneNH.gov