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

MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Alex Torpey, Interim Town Administrator

RE: March 19, 2025 Agenda

DATE: March 18, 2025

CC:

1. **Call to Order – 5:30 pm**

2. **Organization**
   A. Elections of Chair, Vice Chair and Secretary
   B. Designation of representatives to the Planning Board, Capital Improvements Program Committee, and Economic Development Advisory Committee

1. **Consideration of Meeting Minutes**
   A. Regular Meeting of March 4th, 2025
   B. Nonpublic Meeting #1 of March 4th, 2025
   C. Nonpublic Meeting #2 of March 4th, 2025
   D. Regular Meeting of March 11, 2025

2. **Consent Agenda**
   A. Payroll Manifest
   B. Payables Manifest
   C. Permanent Applications for Property Tax Credits/Exemptions – M261/L25, M232/L18, M232/L54/0/2/6
   D. Acceptance of Revised Assessing Services Contract
   E. Intent to Cut – M232/L39 – Cobble Hill Road
   F. Personnel Action Reports

3. **Public Input**

4. **Consideration of New Business**
   A. Town Meeting Follow Up & Action Items

   B. Authorize the Town Administrator and Fire Chief to sign a three-year agreement to retain membership in the Tri-State Fire Mutual Aid Agreement

SUGGESTED MOTION: I move to authorize the Interim Town Administrator and Fire Chief to continue Swanzey's membership in the Tri-State Fire Mutual Aid Agreement and

are authorized to sign any documents to secure such membership for an additional three-year term.

5. **Administrative Update**

6. **Correspondence**

7. **Public Input**

8. **Possible non-public sessions, as needed**

9. **Adjournment**

UPCOMING AGENDA ITEMS AND MEETINGS

3/18 – Board of Selectmen Onboarding Workshop
3/19 – Board of Selectmen
Re-organization Meeting
3/24 - Board of Selectmen
TA Candidate interviews (nonpublic)
3/25 - Board of Selectmen
TA Candidate interviews (nonpublic)
3/26 – Board of Selectmen

PENDING BOARD MATTERS / PROJECTS

- Current RFPs/RFQs. View here: https://www.swanzeynh.gov/how_do_i/apply_for_obtain/rfp.php
  - Exterior painting
    - Due by 3/20/25 at 2pm
  - Request for Bids California & North Winchester Street Reconstruction
    - Due by 3/31/25 at 3pm
  - Swanzey Lake Dam Engineering Services
    - Due by 3/19/25 2pm
- Current staff/personnel updates
  - Town Administrator Search
    - NEW We have scheduled the next round of interviews with the BOS for the week of 3/24 and received now close to 20 total resumes!
    - We have received more than 15 resumes from a wide range of qualified candidates with interesting local government experience. We began the first round of interviews last week, which we expect to be completed this week. We hope to have a next round identified for the BOS to interview towards the end of the month. We are also soliciting feedback from department heads and Town Hall staff on questions to incorporate into the next interview rounds. We are aiming to enable the BOS to make a decision on a final candidate in early April. We all feel optimistic about the candidate pool and finding a great match for the Town.

- Current position openings in Swanzey:
    - Detective - Full time and/or Part time
        - Posting Date: Nov 12, 2019 03:08 PM End Date: Open until filled
    - On-Call Firefighters and EMTs positions
        - Posting Date: 03-04-2025 End Date: Open until filled
    - Police Officers
        - Posting Date: Dec 30, 2024 03:08 PM End Date: Open until filled
    - Police Officers
        - Posting Date: Dec 30, 2024 03:08 PM End Date: Open until filled
    - Public Beach Attendants
        - Posting Date: 03-04-2025 End Date: Open until filled
    - Public Beach Lifeguards
        - Posting Date: 03-04-2025 End Date: Open until filled
    - Town Administrator
        - Posting Date: 03-04-2025 End Date: Open until filled
    - Summer Camp Counselor
        - Posting Date: 03-04-2025 End Date: Open until filled
    - Summer Camp Lifeguard
        - Posting Date: 03-04-2025 End Date: Open until filled
- NEW Town Meeting Follow up & Action Items
    - Please see the attached memo from Michael Branley outlining some of the suggested next steps for a number of the warrant articles.
    - We should review these Wednesday night and make a clear plan for follow ups
- NEW Town Hall Facility Fixes
    - There are a few slightly connected updates related to the Town Hall building, including fixing the rear door, fixing several windows, as well as some other upgrades being considered, such as security cameras and potential layout changes. These are being investigated by staff with consideration of the new incoming TA as well as potential changes that may be enabled by the eventual move of the fire station out of the building. We will update back to the BOS when we have had a chance to discuss further and formulate the best proposed plans for the Board to review.
- Swanzey Lake Dam
    - RFQ listed above
    - Test releases are being coordinated for the summer months with Joe DiRusso and DES
- Retaining Wall at Station #2
    - From Joe DiRusso: During 2024 a portion of the fire stations retaining that was failing was removed and rebuilt. Initially, it was decided to forego replacing the safety fence at the top of the wall. Since this decision, some safety concerns was raised. It is our understanding the funds would come out of the Fire Station CRF.
- Webber Hill Road Stabilization –
    - Project is overall around ~60% done (with wall itself closer to 75% done). Expectation is completion by the summer.
    - Construction began in September and after several months of working through issues work resumed in earnest in December and solid progress is being made.
    - 2025: Project Close out
- Rail Trail Improvements –
    - We received the engineering report from Hoyle Tanner on 1/30 and are currently reviewing it. The RTAC will get back to me with any feedback after their meeting

Thursday night.

- Christian Hill Road Bridge Replacement – Design work has been progressing well but slowly. Current hold up is with the Division of Historical Resources regarding historic mitigation. 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. We are waiting for DES approval to give clearance to move forward with design of bridge relocation. Then Hoyle Tanner will provide a scope of work and cost for design, which will be 100% funded by NHDOT because it is a mitigation project.
- California & North Winchester Street Reconstruction project – design work is nearing completion with final steps being environmental reviews and finalizing permissions and easements.
    - Pre bid to be held meeting this Wednesday, due by 3/31.
    - Bidding February/March 2025
    - Construction April 2025 – November 2025
- Grange Hall Roof Repair – Work is substantially complete and we are scheduling a walkthrough.
- NHDOT Rt. 32 Bridge over Martin Brook and Dry Hydrant – Progress is slow, continuing to work with DOT and DuBois & King. A design and cost estimate for the dry hydrant were provided to DOT on 1/28. Bidding for construction is now scheduled in March or '26 with construction likely in '27. A public hearing is expected this spring for a project update and revised schedule.
- Wastewater Solar Array –
    - The Planning Board gave site plan approval on 2/27. Nothing further needed at this time. You can see the approved plans and applications materials in the Planning Board agenda packet here.
    - Design, permitting, and other coordination has been underway with DES, Moonshot Missions, and ReVision Energy. This is on the Planning Board's agenda for 2/27 for site plan review.
- Wastewater Treatment Plant Study – We had the kickoff meeting with NHDES and Underwood Engineers on 1/21 and a stie visit with Underwood Engineers on 1/22. Current schedule is:

• Metals & Phosphorus Removal Pilot Study	January – July 2025
• Historical Review, Future Projections, WWTF Inspection	March 2025
• Mid-point meeting with Town & NHDES	June 2025
• Capacity and Future Upgrades	June 2025
• Draft hard copy report for review by Town & NHDES	August 2025
• Wrap-up meeting with Town & NHDES	September 2025
• Final hard copy & electronic report	September 2025
• Estimated completion	October 2025

- West Swanzey AA Park – Project is complete, staff is working on closeout.
- Brown Field Improvements – Staff is working on identifying grants or other funding sources.
- West Swanzey TIF District – on hold pending Town Meeting vote.
- West Swanzey Water Company Purchase & Improvement – on hold pending Town Meeting vote.
- Fire Station Project – on hold pending Town Meeting vote.

Town of Swanzey, New Hampshire
Board of Selectmen
Meeting – March 4, 2025
Whitcomb Hall
17 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 5:35p.m. at Whitcomb Hall, Main Street, Swanzey, NH. Present were Selectmen Sylvester Karasinski, W. William Hutwelker III, and James Tempesta.

OTHERS PRESENT Rail Trail Advisory Committee (RTAC) Chair Mike Kowalczyk, Police Chief Joseph Gonsalves, Sergeant Kevin Clark, Sergeant Nicholas Paquin, Officer Jonathan Collins, Officer Tabitha DiRienzo.

MINUTES None for approval.

CONSENT AGENDA
Motion was made by Tempesta to approve the Consent Agenda. There was a second by Hutwelker. All were in favor. ***Motion passed.***

- Payroll Manifest
- Payables Manifest
- Raffle Permit #2025-02 – Feeding Tiny Tummies
- Reffle Permit #2025-03 – Feeding Tiny Tummies
- Reffle Permit #2025-04 – Pine Grove Social Committee
- Personnel Action Report(s)

PUBLIC INPUT
RTAC Chair Mike Kowalczyk asked about managing the Rail Trail TAP Grant. This was referred until next week when the Board will query staff to see if the Town Administrator already delegated that responsibility.

NEW BUSINESS
Retaining wall and safety fence at Fire Station #2. Discussion of the improvements of the right retaining wall for Fire Station #2 to include a safety fence with costs up to $4,000 coming from the Capital Reserve Fund. **Motion** made by Tempesta to approve funding the installation of a safety fence, not to exceed $4,000 from the Fire Station Capital Reserve Fund. Seconded by Hutwelker. All were in favor. **Motion Passed.**

POLICE RECOGNITION CEREMONY
Police Chief Joseph Gonsalves conducted an Award Ceremony to recognize the following officers for recent heroic actions:

- Sergeant Nicholas Paquin
- Sergeant Kevin Clark
- Officer Jonathan Collins
- Officer Tabitha DiRienzo

CORRESPONDANCE

A. Monadnock Regional School District thanked the Swanzey Fire Department for their swift and skilled response to the Emerson Elementary School in Fitzwilliam.
B. Home Healthcare Hospice & Community Services invitation to join deliveries of Meals on Wheels in March as part of their Save Lunch Campaign.

PUBLIC INPUT

Chair Karasinski asked if there was any public input. There was none at this time.

NON-PUBLIC SESSIONS

Non-public session(s) per RSA 91-A:3, II(b) Hiring of a Public Employee(s)

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3, II(b) Hiring of public employee(s), seconded by Hutwelker. All in favor by Roll Call and the ***motion passed.*** The Board entered nonpublic session at 5:49 p.m. Present was James Tempesta, W. William Hutwelker III, and Sylvester Karasinski.

Discussion of transition of Health Officer Duties.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed***. Non-public session ended at 5:53 pm.

Motion was made by Tempesta appoint Assistant Town Planner Stephon Mehu as Interim Health Officer for up to 6 months, seconded by Hutwelker. All in favor. ***Motion passed***.

Motion was made by Tempesta appoint Human Resources Coordinator Meagen Kerris to renew the appointment of the Interim Health Officer with the State of NH, seconded by Hutwelker. All in favor. ***Motion passed***.

Motion was made by Tempesta to seal the minutes, seconded by Hutwelker. All were in favor and the ***motion passed***.

Non-public session(s) per RSA 91-A:3 II(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.

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3, II(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, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed.*** The Board entered nonpublic session at 5:55 p.m. Present was James Tempesta, W. William Hutwelker III, and Sylvester Karasinski.

Discussion of salaried employees.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the ***motion passed***. Non-public session ended at 5:58 pm.

Motion was made by Tempesta to seal the minutes, seconded by Hutwelker. All were in favor and the ***motion passed***.

RECESS

Motion to recess the meeting to attend Meet the Candidates was made by Tempesta. The motion was seconded by Hutwelker without further discussion. All were in favor. ***Motion passed.*** Adjournment occurred at 6:00 p.m.

RECONVENE

The meeting was reconvened by Chair Sylvester Karasinski at 7:56 p.m.

Discussion of Code Enforcement Scheduling software and efficiencies.

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 8:08 p.m.

Respectfully Submitted,

Meagen Kerris
Recording Secretary

Approved on

Town of Swanzey, New Hampshire
Board of Selectmen
Meeting – March 11, 2025
Monadnock Regional High School Gymnasium
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 5:35p.m. at Whitcomb Hall, Main Street, Swanzey, NH. Present were Selectmen Sylvester Karasinski, W. William Hutwelker III, and James Tempesta. Also present were Interim Town Administrator Alex Torpey and Recording Secretary Meagen Kerris.

OTHERS PRESENT Energy Commission Chair Bob Audette.

MINUTES
- The regular meeting minutes of February 26, 2025 were considered. There was a **motion** by Tempesta to approve the regular meeting minutes of February 26, 2025. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.
- The nonpublic meeting #1 minutes of February 26, 2025 were considered. There was a **motion** by Tempesta to approve the nonpublic meeting #1 minutes of February 26, 2025. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.
- The nonpublic meeting #2 minutes of February 26, 2025 were considered. There was a **motion** by Tempesta to approve the nonpublic meeting #2 minutes of February 26, 2025. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.
- The nonpublic meeting #3 minutes of February 26, 2025 were considered. There was a **motion** by Tempesta to approve the nonpublic meeting #3 minutes of February 26, 2025. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.
- The nonpublic meeting #4 minutes of February 26, 2025 were considered. There was a **motion** by Tempesta to approve the nonpublic meeting #4 minutes of February 26, 2025. Seconded 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. All were in favor. ***Motion passed.***
- Payroll Manifest
- Payables Manifest
- Raffle Permit #2025-05 – Keene Senior Center
- Reffle Permit #2025-06 – Monadnock Sportsmen's Association
- Reffle Permit #2025-07 – Monadnock District Education Association
- Intent to cut – M220 L176-000-176 – Arrowcrest Drive
- Personnel Action Report(s)

PUBLIC INPUT
Chair Karasinski asked if there was any public input, there was none.

NOMINATION

The Board considered the appointment of Bruce Bohannon to the Capital Improvement Program Committee.

> Tempesta **moved** to appoint Bruce Bohannon to the Capital Improvement Program Committee for a three-year term ending March 2028. Seconded by Hutwelker and no further discussion. All were in favor. ***Motion Passed.***

NEW BUSINESS

Delegation of signing authorities for town projects. Discussion of various road projects happening in the town and appointing Department of Public Works Director Joe DiRusso signing authority while the search continues for a Town Administrator. The purpose of this decision is to keep grants and loan funding from NH DES on track.

- There was a **motion** by Tempesta to approve the designation of Joe DiRusso as an "Authorized Representative of the Applicant" for the purposes of signing on behalf of the Town for the Webber Hill Slope Stabilization. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

- There was a **motion** by Tempesta to approve the designation of Joe DiRusso as an "Authorized Representative of the Applicant" for the purposes of signing on behalf of the Town for the California & N Winchester St SW Improvements. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

- There was a **motion** by Tempesta to approve the designation of Joe DiRusso as an "Authorized Representative of the Applicant" for the purposes of signing on behalf of the Town for the Energy Efficiency and Solar Array. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed.***

- There was a **motion** by Tempesta to approve the designation of Joe DiRusso as an "Authorized Representative of the Applicant" for the purposes of signing on behalf of the Town for the Comprehensive WWT and Facilities Planning Study. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

Tempesta discussed safety measures in the Town Hall.

Discussion of April 30th to be the targeted end date with Think Local. The Board is looking to have a Town Administrator in place before then.

Discussion of the movement within Town Administrator interviews and where that process is.

Discussion of employee policies surrounding salaried employees and schedules.

OLD BUSINESS

Community Power recommendations presented by Energy Commission Chair Bob Audette. Bob presented the results of the Energy Commission meeting on March 10, 2025 regarding the renewal of the agreement with Standard Power (Good Energy). Discussion of the pros and cons and the benefits of staying with Standard Power (Good Energy) are beneficial to the Town. Audette and the Energy Commission suggest that the Town stay with the current program options which include the default option of 35% renewable, and stay in the

current program group with Keene, Marlborough and Wilton for the duration of the contract.

- There was a **motion** by Tempesta to adopt the recommendations of the Energy Commission to continue with Good Energy/Standard Power contract. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

- There was a **motion** by Tempesta to adopt the recommendations of the Energy Commission to stay with the current program options including the default option of 35% renewable. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

- There was a **motion** by Tempesta to adopt the recommendations of the Energy Commission to stay with the Keene/Marlborough/Wilton group for the duration of the contract. Seconded by Hutwelker and no further discussion, all were in favor. ***Motion passed***.

PUBLIC INPUT
Chair Karasinski asked if there was any public input. There was none at this time.

RECESS
Motion to recess the meeting until Town Elections were complete was made by Tempesta. The motion was seconded by Hutwelker without further discussion. All were in favor. ***Motion passed.*** Adjournment occurred at 7:25 p.m.

RECONVENE
The meeting was reconvened by Chair Sylvester Karasinski at 10:40 p.m. to seal the ballot boxes.

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 11:19 p.m.

Respectfully Submitted,

Meagen Kerris
Recording Secretary

Approved on

FORM PA-29

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

Map 261 Lot 25

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP ____ BLOCK ____ LOT ____

	AMOUNT	GRANTED	DENIED	DATE
☐ Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*		◯	◯	
☐ All Veterans' Tax Credit RSA 72:28-b *(Standard $50; Optional $51 up to $750)*		◯	◯	
☐ Tax Credit for Service-Connected Total Disability *(Standard $700; Optional $701 up to $4,000)*		◯	◯	
☐ Surviving Spouse Tax Credit *(Standard $700; Optional $701 up to $2,000)*		◯	◯	
☐ Tax Credit for Combat Service pursuant to RSA 72:28-c *($50 up to $500)*		◯	◯	

☐ Reviewed documents submitted by applicant (list documents reviewed)

☐ Other Information

VETERANS' EXEMPTION

☐ Certain Disabled Veterans' Exemption GRANTED ◯ DENIED ◯

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption
Single			
Married			
Asset Limits			
Single			
Married			

Elderly Exemption Per Age Category	
65-74 years of age	
75-79 years of age	
80+ years of age	

STANDARD and LOCAL OPTIONAL EXEMPTIONS

	AMOUNT	GRANTED	DENIED	DATE
☐ Elderly Exemption		◯	◯	
☐ Improvements to Assist Persons with Disabilities		◯	◯	
☐ Blind Exemption		◯	◯	
☐ Deaf Exemption		◯	◯	
☐ Disabled Exemption		◯	◯	
☐ Electric Energy Storage Systems Exemption		◯	◯	
☒ Solar Energy Systems Exemption	5,000	☒	◯	
☐ Woodheating Energy Systems Exemption		◯	◯	
☐ Wind-powered Energy Systems Exemption		◯	◯	
☐ Renewable Generation Facilities and Electric Energy Storage Systems		◯	◯	

A photocopy of this Form (Pages 1 and 2) or Form PA-35 must be returned to the property owner after approval or denial.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II.

☐ * List of assets, value of each asset, net encumbrance and net value of each asset.
☐ * Statement of applicant and spouse's income.
☐ * Federal Income Tax Form.
☐ * State Interest and Dividends Tax Form.
☐ * Property Tax Inventory Form filed in any other town.

*** Documents are considered confidential and must be returned to the applicant once a decision is made on the application.**

Municipal Notes

3/10/25 Application reviewed by Assessor.

PRINT / TYPE NAME OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	DATE
W. William Hutwelker		
James Tempesta		
Mark LaBelle		

FORM PA-29

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

Map 232 Lot 18

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP ____ BLOCK ____ LOT ____

	AMOUNT	GRANTED	DENIED	DATE
☐ Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*		○	○	
☐ All Veterans' Tax Credit RSA 72:28-b *(Standard $50; Optional $51 up to $750)*		○	○	
☐ Tax Credit for Service-Connected Total Disability *(Standard $700; Optional $701 up to $4,000)*		○	○	
☐ Surviving Spouse Tax Credit *(Standard $700; Optional $701 up to $2,000)*		○	○	
☐ Tax Credit for Combat Service pursuant to RSA 72:28-c *($50 up to $500)*		○	○	

☐ Reviewed documents submitted by applicant (list documents reviewed)

☐ Other Information

VETERANS' EXEMPTION

☐ Certain Disabled Veterans' Exemption GRANTED ○ DENIED ○

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

	Deaf Exemption	Disabled Exemption	Elderly Exemption
Income Limits			
Single			
Married			
Asset Limits			
Single			
Married			

Elderly Exemption Per Age Category

65-74 years of age	
75-79 years of age	
80+ years of age	

STANDARD and LOCAL OPTIONAL EXEMPTIONS

	AMOUNT	GRANTED	DENIED	DATE
☐ Elderly Exemption		○	○	
☐ Improvements to Assist Persons with Disabilities		○	○	
☐ Blind Exemption		○	○	
☐ Deaf Exemption		○	○	
☐ Disabled Exemption		○	○	
☐ Electric Energy Storage Systems Exemption		○	○	
☒ Solar Energy Systems Exemption	13,035	⊗	○	
☐ Woodheating Energy Systems Exemption		○	○	
☐ Wind-powered Energy Systems Exemption		○	○	
☐ Renewable Generation Facilities and Electric Energy Storage Systems		○	○	

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☐ * Statement of applicant and spouse's income.
☐ * Federal Income Tax Form.
☐ * State Interest and Dividends Tax Form.
☐ * Property Tax Inventory Form filed in any other town.

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Municipal Notes

2/24/25 Application reviewed by Assessor.

PRINT / TYPE NAME OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	DATE
W. William Hutwelker		
James Tempesta		
Mark LaBelle		

FORM
PA-29

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP 232 BLOCK LOT 54/0/2/6

	AMOUNT	GRANTED	DENIED	DATE
☐ Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*		○	○	
☐ All Veterans' Tax Credit RSA 72:28-b *(Standard $50; Optional $51 up to $750)*		○	○	
☒ Tax Credit for Service-Connected Total Disability *(Standard $700; Optional $701 up to $4,000)*	4000	⊗	○	
☐ Surviving Spouse Tax Credit *(Standard $700; Optional $701 up to $2,000)*		○	○	
☐ Tax Credit for Combat Service pursuant to RSA 72:28-c *($50 up to $500)*		○	○	

☒ Reviewed documents submitted by applicant (list documents reviewed) DD214, VA Letter

☐ Other Information

VETERANS' EXEMPTION

☐ Certain Disabled Veterans' Exemption GRANTED ○ DENIED ○

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption
Single			
Married			
Asset Limits			
Single			
Married			

Elderly Exemption Per Age Category

65-74 years of age	
75-79 years of age	
80+ years of age	

STANDARD and LOCAL OPTIONAL EXEMPTIONS

	AMOUNT	GRANTED	DENIED	DATE
☐ Elderly Exemption		○	○	
☐ Improvements to Assist Persons with Disabilities		○	○	
☐ Blind Exemption		○	○	
☐ Deaf Exemption		○	○	
☐ Disabled Exemption		○	○	
☐ Electric Energy Storage Systems Exemption		○	○	
☐ Solar Energy Systems Exemption		○	○	
☐ Woodheating Energy Systems Exemption		○	○	
☐ Wind-powered Energy Systems Exemption		○	○	
☐ Renewable Generation Facilities and Electric Energy Storage Systems		○	○	

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Municipal Notes

2/10/25 Application and documents reviewed by Assessor.

PRINT / TYPE NAME OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMAN / MUNICIPAL ASSESSING OFFICIAL	DATE
W. William Hutwelker		
James Tempesta		
Mark LaBelle		

General Assessing Services for the Municipality of Swanzey, NH

Section I. Functions/Responsibilities:

The Municipality of **Swanzey, NH** seeks to retain Marazoff Assessing Services to perform the duties and functions of Municipal Assessor as provided for below.

Section II. Term:

The term of this Agreement shall be for a period of one (1) year from **January 1, 2025** through **December 31, 2025.**

Section III. Company Identity:

Name:	Marazoff Assessing Services
Employer ID #:	99-0500156
Address:	649 Court Street Keene, NH 03431
Phone:	(603) 313-7962
Fax:	(603) 357-7399
Contact Person:	David K. Marazoff, CNHA, Managing Partner

Section IV. Relationship of the Parties:

The relationship between the Contractor and the Municipality shall be that of an Independent Contractor. As such, the Contractor shall hold the Municipality, its agents, servants and employees harmless, at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

Section V. Insurance \ Indemnification:

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.
Liability insurance for bodily injury in an amount not less than $1,000,000 per occurrence.
Errors and Omissions Insurance with no less than $1,000,000 combined single limit.
Automobile insurance written with comprehensive coverage for owned, hire and non-owned vehicles.

Section VI. Termination/Resignation:

The Town may terminate this contract for convenience by providing to the contractor fifteen (15) days' written notice, prior to the effective date of separation. In that event, all finished and unfinished work product shall become the property of the municipality. The contractor will be paid for services rendered up to the termination date.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the contractor to terminate this agreement for convenience, subject to providing the Town with sixty (60) days' written notice, prior to the effective date of separation.

The contractor may terminate this agreement for cause in the event that the Town fails to make payments when due, and after providing fifteen (15) days' notice of a deficiency in payment.

The Town may terminate this contract and may bring an action for damages or exercise any other legal, equitable, or contractual rights in the event of termination for failure to provide services. The Town shall provide to the contractor a ten (10) day period to correct the violations. Upon the failure of the contractor to correct the violations, the Town shall provide to the contractor a notice of termination at least five (5) days prior to the effective date of the termination.

Section VII. Misrepresentation or Default:

In the event that any person or employee assigned to the Municipality of **Swanzey, NH** is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Municipality shall have no obligation of prior notice, and may immediately terminate any and all Contracts. The Municipality remains responsible for costs of all work performed up to the termination.

Section VIII. Transfer, Assignment, Sub-letting:

The Contractor will not assign any part of this Agreement without express written permission by the Municipality.

Section IX. Work Product:

All work products used or created in conjunction with the services covered under this Agreement shall be the sole property of the Municipality, and that, in the event of Cancellation or Termination, such products will remain with the Municipality.

Section X. Services \ Accommodations:

The Contractor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform general assessing duties.

The Contractor: The Contractor shall provide all the above-stated resources. Personal materials include calculators and field inspection equipment

The Municipality: The Town shall be responsible for the following unless otherwise stated in writing:

1) Provide local and remote access to their computer assessing CAMA system and a stand-alone copy of the database for the contractor.

2) Provide access to a copier and printer for copying work related to assessing documents at no cost to the contractor.

3) Provide assistance from an assessing clerk or municipal employee when needed. The clerk's responsibilities should include the following:

   a) Assist the assessor when necessary with secretarial services including but not limited to typing, record keeping, appointment scheduling, and any other services typically associated with the proper and efficient administration of assessment tasks.
   b) To assist in preparation of work for the assessor when necessary pertaining to general assessing (i.e.) building permits, new construction, subdivisions, applications, etc… for efficiency purposes and to keep costs to a minimum.

4) All general assessing costs pertaining to mailings and/or any notices or publications except when specified otherwise.

Section XI. Work Schedule / Key Personnel Assignment:

By mutual agreement between the Contractor and the Municipality, the company will provide a qualified New Hampshire assessor, or assessor assistant, to the municipality for 1-day per week between 10am-2pm for general taxpayer access. Additional Assessor's hours will remain flexible.
Per RSA 21-J: 14-f, all personnel assigned to the project shall be certified by the Department of Revenue Administration. Notification of background check results on Contractor personnel shall be submitted to the Municipality within 45 days of signed contract date.

Section XII. Scope of Services:

It is understood by both parties that this contract binds the parties in agreement that the Contractor provide services for annual general assessing needs over a 1-year period. All services shall be billed monthly and include, but are not limited to, performing the necessary functions sufficient to:

1) Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land us change tax (LUCT), timber and gravel yield taxes, MS-1 filing. Create tax warrants, monitor management of TIF, Pilot and LIHTC properties, and other statutory assessing obligations.

2) Perform annual field inspections to collect data for all new construction and properties with active building permits.

3) Perform sales verification for properties that have transferred during the contract period and verify sales annually for the Dept. of Revenue annual equalization study.

4) When requested, meet with taxpayers wishing to discuss their assessment.

5) Be available for meetings with the Board of Selectmen/Assessors pertaining to any assessment or budget matters. Scheduled meetings will be billed hourly.

6) Make recommendation in writing to the Board of Selectmen on all properly filed 2024 abatement requests by taxpayers, with the exception of utility or telecommunications properties. This includes meet with taxpayer and perform any field inspections or studies necessary.

7) Shall represent the Town and its best interest regarding all abatements and appeals at the State and Local level. However, this will not apply to utility assessments and appeals as the Town has a separate contract with another assessing firm for this purpose. The assessor shall defend most appeals before the Board of Tax and Land Appeals (BTLA). However, some cases require the town's attorney to be involved for defense purposes, at the town's expense.. The town's attorney and the assessor shall defend all Superior Court cases together, unless otherwise specified.

8) Work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship.

9) The town shall, in writing request miscellaneous duties and/or special assignments involving assessment valuations. If time is available and cost is not economically prohibitive, the assessor shall consider the request and respond in writing to the Board members. These assignments will be billed hourly.

10) Shall generate new assessments annually for any new or modified parcels created from subdivisions, lot-line adjustments, lot-mergers and/or developments which have occurred prior to April 1st of the tax year and bill hourly.

Section XIII.) Compensation:

The Contractor shall be compensated as an independent contractor under this Agreement. As such, the contractor shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Municipality.

Section XIV. General Assessing Costs:

The following information was compiled for the purpose of estimating this contract proposal. Should these numbers change, the Company reserves the right to update this estimate.

Activity	Calculation	Annual Cost
General Assessing:	Provide Certified Personnel for taxpayer access. Perform general assessing duties as described.	$25,000.00
Pickups:	List/Value new permitted physical inventory.	Included
Cyclical data Verification:	Any Cyclical data verification to be contracted separately. Billed at $45.00 per parcel.	TBD
ESTIMATED COSTS:		**$25,000.00**

***Current and historical data was considered for this estimate.**
***Cost for abatements received 2025 for 2024 Tax Year are covered under prior contract.**

Summary: The costs cover all NH statutory annual general assessing work. Any additional hourly work not covered shall be billed at $80.00 per hour. The Contractor shall bill the Municipality monthly and payment due upon receipt of invoice.

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Section XV. Data Verification:

If specifically requested to do so by the municipality, any cyclical data verification to performed under a separate contract.

Section XVI.) Valuation Update Recommendation:

Per RSA 75:1, the Selectboard is required to maintain all property assessments at their fair and true value. Therefore, the International Association of Assessing Officials (IAAO) and the Assessing Standards Board (ASB) have established statistical guidelines that are enforced by the Department of Revenue Administration (DRA). Those statistics are as follows:

1) The **Median Ratio** must be between 0.90 and 1.10 with a 90% confidence level in the year of review.

2) The overall **Coefficient of Dispersion** (COD) for the municipality's Median Ratio must be 20.0 or less without the use of a confidence interval.

3) The **Price Related Differential** must be between 0.98 and 1.03 with a 90% confidence level.

4) The Assessments of various types of properties within a stratum are reasonably proportional to other types of properties within their own strata in the municipality. The specified guideline for this is that the following three strata must be reviewed and their median ratios should fall with 5% of the overall Median Ratio with a 90% confidence level:

a) Improved residential up to and including 4-family units.

b) Improved non-residential.

c) Unimproved property.

If the results of the Sales Ratio Analysis indicate that the town's assessments have statistically fallen outside the parameters set-forth by the IAAO and ASB, then a report shall be submitted to the Board of Selectmen outlining the status of assessments in the Town, including plans to resolve any inequities.

Section XVII.) Addendum:

Personnel to perform work:

David Marazoff, Keene, NH- Certified NH Assessing Supervisor.
Nick Taaffe, Stoddard NH- Certified NH Assessor Assistant.
Cody Melo, Winchester NH-Certified Measurer/ Lister (certification pending from State of NH OPLC).

Section XVII. Acceptance of Contract:

Date:

Municipality of: Swanzey, New Hampshire

In the presence of:

By Board of Assessor Members:

Witness

In the presence of:

By Company:
Marazoff Assessing Services

Witness

David K. Marazoff, Sole Proprietor

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RECEIVED
FEB 19 2025
TOWN OF SWANZEY

(Assigned by Municipality)
YR [ ][ ] - TOWN [ ][ ][ ] - OP# [ ][ ] - [T]

For Tax Year April 1, 25 to March 31, 26

PLEASE TYPE OR PRINT *(If filling in form on-line; use TAB Key to move through fields)*

1. Town/City of: Swanzey
2. Tax Map/Block/Lot or USFS Sale Name & Unit No.: 232/39
3. Intent Type: Original (X) Supplemental ( ) _____ (Original Intent Number)
4. Name of Access Road: Cobble Hill Road
5a. Acreage of Lot: 65 +/- Acreage of Cut: 62
5b. Anticipated Start Date: April 01, 2025
6. Type of ownership (check only one):
   a. Owner of Land and Stumpage (Sole Owner) (X)
   b. Owner of Land and Stumpage (Joint Tenants) ( )
   c. Owner of Land and Stumpage (Tenants in Common) ( )
   d. Previous owner retaining deeded timber rights ( )
   e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ( )

REPORT OF CUT / CERTIFICATE TO BE SENT TO:	
OWNER ( )	OR LOGGER / FORESTER (X)
BY MAIL ( )	OR E-MAIL ( )

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

Thomas M. Cook — 2.19.2025
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED

THOMAS M LITTLE
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED

Thomas Little
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

210 Cobble Hill Rd
MAILING ADDRESS

W Swanzey | NH | 03446
CITY OR TOWN | STATE | ZIPCODE

E-MAIL ADDRESS

603-357-0722 | (CELL PHONE)
HOME PHONE (Enter number without dashes) | CELL PHONE (Enter number without dashes)

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	50 MBF
Hemlock	50 MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	75
Hemlock	140
Biomass Chips	
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	20 Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

William LaPoint — 3/4/25
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT — DATE

William LaPoint
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

586 Old Spofford Rd
MAILING ADDRESS

Winchester | NH | 03470
CITY OR TOWN | STATE | ZIPCODE

603-391-7455 | wlapoint4500@gmail.com
PHONE NUMBER | E-MAIL ADDRESS

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received. $ 0 Date: 3/4/25
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA immediately after signing.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE
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SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE

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

MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Michael Branley

RE: 2025 Town Meeting Action Items

DATE: March 15, 2025

CC: A. Torpey

Based on the 2025 Town Meeting results there are some action items for the Board to consider, some more time sensitive than others. I have prepared the "MS 232 – appropriations as voted" form for the Board to sign documenting the results.

Article 4 – Fire Station Bond

- Contact KCS Architects to let them know that the article has passed and that the Town needs a scope of work to bring the design to the level of "for construction" plans in anticipation of bidding as soon as possible. A cost estimate for this work was provided by KCS during the warrant article budget development process. After that proposal has been received the Board will need to approve engaging KCS to start the next phase. The Town should ensure that the cost and scope of includes preparing and application costs for any and all permits.
- Borrowing – if the Town wants to try for the next NH Municipal Bond Bank bond sale in July the Town needs to start working on preparing the necessary documents and paperwork before the end of March. Applications to the bond bank are due 4/25 and the Town should contact the bond bank and bond counsel (Renelle L'Huillier with Devine Millimet) so they can begin the process. Bond counsel will need to send an updated service agreement and/or cost proposal for the Board to approve. For what it is worth, I do not think moving forward at the July sale is necessary and that the Town could plan on the next sale in December/January. Article 4 approved $1,000,000 in non-bond funds that can be used first and costs incurred a certain period before the bond issuance can be paid from the bond proceeds (consult with bond counsel regarding the details).

Articles 5 & 12 – West Swanzey Water Company

- Someone should inform the following regarding the outcome if they haven't already – Underwood Engineers, the Brown family and their agents, NH DES, and Senator Shaheen's

office (the Town submitted a congressionally directed spending request for this project that should be withdrawn – maybe it can be substituted with one for the fire station or for sewer improvements).

Article 6 – stormwater CIP

- I had discussed moving this project forward with Assistant Town Planner Mehu prior to my departure. The Town should inform DES that the project has been approved. The Town should prepare a request for qualifications to select a qualified consulting engineer to develop the plan.

Articles 7, 8, 9,& 10 – no action should be needed by the Board. The Finance Department will take any needed actions.

Article 11 – West Swanzey Tax Increment Financing district

- Town Planner Paquette was the primary staff support on preparing this for warrant. The development plan should be finalized to incorporate that it has been adopted by the Town. The Board will need to set up a West Swanzey TIF Advisory Board (the statute and development plan outline the requirements) and designate a district administrator. It would be prudent to solicit interest from the members of the West Swanzey TIF Committee to see if they will serve on the board. With the water company purchase not passing, the new Board should consider during 2025 revisions to the development plan for consideration at the 2026 Town Meeting since the primary purposes were for water extensions (currently moot) and sewer extensions and treatment improvements (still needed).
- Later this year the Assessing Department will need to document the district's 4/1/25 values for purposes of capturing increment beginning in 2026.

Article 13 – No action needed, other than to ensure the Finance Department transfers the funds to the Trustees of Trust Funds within 10 days.

Articles 14, 15, and 16 – no action needed by the Board.

Please let me know if I can assist with any of these or other matters.

TRI-STATE FIRE MUTUAL AID INC.

P.O. Box 176, Chesterfield MA 01012

To: **Chief Elected Officials of Member Communities**
Fire Chiefs of Member Communities

From: **Officers of Tri-State Fire Mutual Aid Inc.**
Robert Strahan, President
Floyd "Skip" Dunnell, President Elect
John E. Taylor, Secretary
Lawrence W. Holmberg, Treasurer

Date: **November 25, 2024**

Re: **Renewal of the Mutual Aid Agreement**

Greetings.

We write with the goal of renewing the mutual aid compact that is the primary purpose of Tri-State Fire Mutual Aid (TSFMA). The updated Membership Agreement is attached for your review and signature.

TSFMA has existed for more than eight decades to provide a framework for community fire departments to assist one another in times of need. This is particularly important where departments work across state lines. Currently there are forty-seven (47) fire departments that are signatories on the TSFMA agreement in the states of Vermont, New Hampshire and Massachusetts. It is worth noting that while your community may have other mutual aid agreements, the various agreements (e.g. Massachusetts Public Safety Mutual Aid Agreement, Southwestern New Hampshire District Fire Mutual Aid System, etc.) can and do overlap to provide a broader network in the support of public safety.

This is a three (3) year agreement and to some the duration seems far too short. However, we are maintaining the duration at this point but welcome any feedback you have in that regard.

We have enclosed two (2) original copies for signature. We ask that you review the agreement, have the Chief Elected Official and Fire Chief sign appropriately, and return both to TSFMA. The President will sign and return one original and retain a copy for our records. If you have questions on the process or would like additional information, please reach out to Chief Taylor at 413-834-3111.

Our sincere thanks for your continued commitment to public safety.

TRI-STATE FIRE MUTUAL AID INC.

Membership Agreement

This agreement between Tri-State Fire Mutual Aid Inc. (TSFMA) and the Fire Departments of the cities, towns, and districts of

Amherst MA, Ashfield MA, Athol MA, Bernardston MA, Brattleboro VT, Buckland MA, Charlemont MA, Colrain MA, Conway MA, Deerfield MA, Erving MA, Gill MA, Greenfield MA, Guilford VT, Hadley MA, Halifax VT, Hatfield MA, Hawley MA, Heath MA, Hinsdale NH, Leverett MA, Leyden MA, Monroe MA, Montague Center MA, New Salem MA, Northfield MA, Northampton MA, Orange MA, Pelham MA, Petersham MA, Plainfield MA, Royalston MA, Rowe MA, Shelburne MA, Shelburne Falls MA, Shutesbury MA, South Deerfield MA, Sunderland MA, Swanzey NH, Turners Falls MA, Vernon VT, Warwick MA, Wendell MA, Whately MA, Whitingham VT, Williamsburg MA, and Winchester NH,

entered into this 18 day of MARCH, in the year 2025, among communities, acting pursuant to the laws of the Commonwealth of Massachusetts and the States of Vermont and New Hampshire for the purpose of securing to each the benefits of mutual aid, and the current bylaws of TSFMA Inc.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires, rescue and emergency medical services within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the fire protection, rescue and emergency medical services available in their various establishments, districts, agencies, communities, and municipalities in the event of a large fire or incidents beyond their scope of ability in their discipline.

WHEREAS, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms;

THEREFORE, BE IT AGREED THAT:

1) Whenever it is deemed advisable by the Incident Commander (IC) belonging to a party of this agreement to request assistance under the terms of this agreement, they are authorized to do so.

2) Nothing in this agreement precludes automatic responses or other shared services agreements among departments, agencies, and/or districts.

3) The requesting local government will utilize the Incident Command System (ICS) / National Incident Management System (NIMS) and the responding resources will be incorporated as appropriate into that system.

4) Participating organizations will follow the Standard Operational Guidelines (SOGs) included, and made part of this agreement, as Appendix A. These SOGs may be updated from time to time by vote of the membership.

5) The senior officer on duty receiving the request for aid shall take the following action:

   a) Immediately determine if the requested type of apparatus is available and personnel can be spared in response to the call.

   b) Determine what apparatus and personnel might most effectively be dispatched to respond.

   c) Dispatch such apparatus and personnel as, in the judgment of the senior officer receiving the call, should be sent in accordance with the request and the terms of this agreement.

6) The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting service if, for any reason, assistance cannot be rendered.

7) The IC of the department receiving aid will make every effort to release the mutual aid units and to return said apparatus to their respective communities as soon as conditions permit.

8) Each party to this agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury or death occurring in consequence of performance of this agreement.

All services performed under this Agreement shall be rendered without reimbursement of either party or parties, with the exception of the cost of firefighting foam concentrate. Nothing in this agreement shall prevent member departments, individually or jointly, from seeking reimbursement from outside companies or agencies under Massachusetts General Law (MGL) Chapter 21E or any other third party billing or reimbursement, or other laws that may apply in the states of Vermont, New Hampshire, and Massachusetts.

9) The authorized members of this association are directed to meet and draft any detailed plans, procedures, and guidelines for operation necessary to effectively implement this agreement. Such plans, procedures and guidelines of operations shall become effective upon ratification by the voting members.

10) The members agree to keep the designated Tri State Fire Mutual Aid Dispatch Center advised of the kind, type, and quantity of equipment available and of changes in equipment and status.

11) The members agree that all requests for assistance will be made via the Dispatch Center and not directly through other members. Further, all dispatching of mutual aid assistance will be managed by said Center unless both the requesting and responding departments are routinely dispatched by one other dispatch center and/or under another mutual aid system.

12) Radio transceivers used for mutual aid communications shall be operated in accord with the guidelines established by the voting members. Member departments shall be required to have the capacity to communicate with other member departments on frequencies identified by the radio protocol.

13) The members are required to pay annual membership dues as determined by the voting members.

14) This agreement shall become effective upon the date hereof and shall remain in full force and effect for three (3) years, or until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ninety (90) days notice to said cancellation.

15) Each member of TSFMA Inc. shall, at all times during the Agreement, maintain in full force and effect: Employer's Liability, Emergency Worker's Salary Protection Insurance, Emergency Worker's Death Benefit Insurance (as required in MA by the Acts of 2005, Chapter 125), Public Liability and Property Damage Insurance, including liability coverage for the provisions of the Indemnity provisions contained in this Agreement. Before commencement of the Agreement, the signatories agree to furnish TSFMA Inc. with Certificates of Insurance or other evidence satisfactory to TSFMA Inc. to the effect that such insurance has been procured and is in force.

For the purpose of the agreement, each party shall carry the following types of insurance, or the functional equivalent, in at least the limits specified below:

TYPE OF COVERAGE	LIMITS OF LIABILITY
Emergency Worker's Salary Protection	Statutory (MGL Ch. 41, §111F, etc.)
Emergency Worker's Death Benefits	$500,000 each accident
Employers' Liability	$500,000 each accident
General Liability for Ongoing and Completed Operations	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability for Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Excess Umbrella Liability	$1,000,000 each occurrence

16) TSFMA Inc. complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).

17) TSFMA Inc. and its member departments shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, and codes of the local, state, and federal government.

IN WITNESS WHEREOF, the parties hereto, representing the City, Town, or District of SWANZEY, have executed this agreement on the day and year first written above.

_____

CHIEF ELECTED OFFICIAL, SELECT BOARD, or other AUTHORIZED SIGNATORY for the above-mentioned City, Town, or District

_____

FIRE CHIEF for above-mentioned City, Town, or District

_____

PRESIDENT of TRI-STATE FIRE MUTUAL AID INC.

TRI-STATE FIRE MUTUAL AID INC.

Membership Agreement

APPENDIX A

Standard Operational Guidelines for All Participating Organizations

I. Minimum Staffing for Mutual Aid Units: A minimum number of firefighters will be sent for mutual aid responses based on the type of apparatus requested to a scene or for a cover assignment:

A. Structural Engine – three (3) firefighters trained in and equipped for interior firefighting operations in an IDLH environment
B. Ladder Company – three (3) firefighters trained in and equipped for interior firefighting operations in an IDLH environment
C. Rescue Company – three (3) firefighters trained in and equipped for interior firefighting operations in an IDLH environment
D. Brush/Forestry Unit – two (2) firefighters
E. Tanker/Tender Unit – two (2) firefighters

These minimum staffing levels do not bar or supersede any pre-existing agreements between local ("day-to-day") mutual aid partners as to the minimum number and qualifications of apparatus or personnel.

II. Rapid Intervention Teams (RIT): Where mutual aid firefighters will be deployed in an IDLH environment, the requesting department will identify and staff a RIT on scene (that may be staffed by local or other mutual aid units).

nationalgrid

March 12, 2025

Swanzey Board of Selectmen
PO Box 10009, 620 Old Homsestead Highway
Swanzay, NH 03446

HERBICIDE USE NOTIFICATION (MUNICIPAL NOTIFICATION)

Dear Board of Selectmen Chair:

I am writing to inform you that National Grid has scheduled vegetation management treatments on its ROW(s): **1451**, see attached map(s)). Rights-of-way may be identified by locating a metal tag on a pole or structure with the following initials: "NEPCO" or "GSECO" and usually appear with a pole or structure number.

Two methods of application will be used to maintain rights-of-way in New Hampshire. A preparatory Cut and Stump Treatment (CST) will be made where trees must be hand cut near inhabited areas, roads, and for all trees over 12 feet tall. A foliage application consisting of the same materials will be made selectively to target species less than 12 feet tall over the remaining portion of the right-of-way. Foliar applications will take place between June and October 15th. (The tentative starting date of the work is June 1, 2025. Because of possible inclement weather, access difficulties and other factors, it is impossible at this time to pinpoint the exact date we will be working in your community). In both treatment methods, applicators walk to each target plant and apply minimal amounts of herbicide. All herbicides have been approved for use by the U.S. Environmental Protection Agency and the New Hampshire Division of Pesticide Control. The herbicide mixes used may include Vastlan (Triclopyr), Milestone (Aminopyralid), Escort XP (Metsulfuron Methyl), Rodeo (Glyphosate), and/or Garlon 4 (Triclopyr).

This work has been planned and will be coordinated and inspected by professionally trained National Grid Foresters. Landowners or residents should make the application contractor aware of the location of a potentially affected water supply, and of any other sensitive area where herbicide application should be further restricted. The planned work will be performed by ### Tree Service. The contact person at Lucas Tree Experts is Mark Chandler and can be reached from 8:00 AM to 4:00 PM at 603 560 0565.



- Public Well
- Private Well
- Right of Way
- Pasture
- No Herbicide Use
- Protected Habitat
- Wetland
- Wellhead Protection Areas

IVM 2025

Swanzey, NH

Right-of-Way 1451

nationalgrid

HERBICIDE USE NOTIFICATION

National Grid plans to apply herbicides along certain rights-of-way in New Hampshire in 2025. In accordance with administrative rules of the State of New Hampshire Pesticide Control Board, no application of herbicides shall be made to rights-of-way, during the months of June through October 15, without first providing notification to Town officials, the public, and residences near the rights-of-way. This announcement serves to provide notification to the public. The following herbicides will be selectively used to control certain tall-growing vegetation on the rights-of-way: Vastlan (Triclopyr), Milestone (Aminopyralid), Escort XP (Metsulfuron Methyl), Rodeo (Glyphosate), and/or Garlon 4 (Triclopyr). National Grid will conduct maintenance on the following rights-of-way in the associated Towns, beginning June 1, 2025:

Right-of-Way	Towns
1321	Littleton, Monroe
1451	Alstead, Gilsum, Keene, Marlborough, Roxbury, Surry, Swanzey, Troy, Walpole
1453	Fitzwilliam, Rindge, Troy

Individual landowners whose property abuts the right-of-way, or over whose property the right-of-way passes, may request and receive individual notification thirty days prior to any treatment. A Notification Request Coupon is provided below. To receive individual notification, fill out the Notification Request Coupon and return to the specified address. Coupons must be received by National Grid no later than May 1, 2025. Requests received after this date will not be granted until the next treatment cycle.

In addition to the Personal Notification by mail, as an individual landowner whose property abuts the right-of-way, or over whose property the right-of-way passes, you have the right to request and receive the approximate date, plus or minus 5 days that herbicides will be applied to the right-of-way in your area. Requests should be made to the contact listed below.

Rights-of-way may be identified by locating a metal tag on a pole or structure with the following initials: "NEPCO" or "GSECO" and usually appear with a pole or structure number and the right-of-way number, see list above.

In accordance with State Regulations, it is the duty of each landowner or resident to make National Grid aware of the location of potentially affected private water supplies, and of any other environmentally sensitive areas where herbicide application should be further restricted.

Further information may be requested by contacting, during business hours (Mon.-Fri. 8:00AM-4:00PM):
Mariclaire Rigby • National Grid • Telephone (781) 290-8310 • mariclaire.rigby@nationalgrid.com

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NOTIFICATION REQUEST COUPON

Name _____ **Property Location: Town** _____ **Street** _____

Street Address _____ **Tel. # (home)** _____ **Tel. # (work)** _____

Town _____ **State** _____ **Zip Code** _____

Line and Pole Numbers: _____

Other Landowner Location Information: _____

Sensitive Areas: _____

Landowner or Abutter requests notification of approximate date of application (Yes or No): - _____

Return to: Mariclaire Rigby
National Grid Vegetation Strategy
939 Southbridge Street, Worcester, MA 01610