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

March 26, 2025

1. Call to Order – 5:30 PM

2. Pledge of Allegiance

3. Consent Agenda
   A. Payroll Manifest
   B. Payables Manifest
   C. Raffle Permit #2025-08 – Elijah Project – Page 9
   D. Permanent Applications for Property Tax Credits/Exemptions – M222/L58, M106/L68, M218/L111, M216/LL6, M217/L1, M220/L162, M243/L55/0/MHO– Page 10
   E. Tax Supplement Warrant M248/L43/0/CGO/37 – Page 17
   F. Abatement Recommendations –M256/L21, M104/L11, M249/L122, M218/L50– Page 18
   G. Intent to Cut – M240/L30 – Aldrich Road– Page 28
   H. Personnel Action Reports

4. Public Input

5. Appointments
   A. Ashlee Crosby – Report on current/future programs, recap of the fishing derby, and Easter egg hunt details.
   B. Eric Mattson – Brief update from Swanzey Fire Department on hiring and other topics.
   C. Joe DiRusso – Brief update from Swanzey Public Works on projects, exterior building painting work, and other topics. – Page 29

6. Public Hearing
   A. 6:00 pm Acceptance and expenditure of unanticipated funds as follows:
      - $25,000 from the Peter N Johnson Trust of 1997 to benefit Whitcomb Hall;
      - $407,951.66 from the Federal Emergency Management Agency for 2023 disaster expenses; and
      - $51,250 from the Monadnock Alliance for Sustainable Transportation for Rail Trail Safety Crossing Improvements on Mathews Road.

7. Consideration of New Business
   A. Assignment of a Code Enforcement Vehicle– Page 64

8. Consideration of Old Business

9. Administrative Update
10. Correspondence
11. Public Input
12. Possible non-public sessions, as needed
13. 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: Alex Torpey, Interim Town Administrator

RE: March 26, 2025 Agenda

DATE: March 25 , 2025

CC:

1. **Call to Order – 5:30 pm**

2. **Pledge of Allegiance**

3. **Consent Agenda**
   A. Payroll Manifest
   B. Payables Manifest
   C. Raffle Permit #2025-08 – Elijah Project
   D. Permanent Applications for Property Tax Credits/Exemptions – M222/L58, M106/L68, M218/L111, M216/LL6, M217/L1, M220/L162, M243/L55/0/MHO
   E. Tax Supplement Warrant M248/L43/0/CGO/37
   F. Abatement Recommendations –M256/L21, M104/L11, M249/L122, M218/L50
   G. Intent to Cut – M240/L30 – Aldrich Road
   H. Personnel Action Reports

4. **Public Input**

5. **Appointments**
   A. Ashlee Crosby – Report from Recreation on current/future programs, recap of the fishing derby, and Easter egg hunt details.
   B. Eric Mattson – Brief update from Swanzey Fire Department on hiring and other topics
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6. **Public Hearing**
   A. 6:00 pm Acceptance and expenditure of unanticipated funds as follows:
   - $25,000 from the Peter N Johnson Trust of 1997 to benefit Whitcomb Hall;
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- $51,250 from the Monadnock Alliance for Sustainable Transportation for Rail Trail Safety Crossing Improvements on Mathews Road.

7. **Consideration of New Business**
   A. Assignment of a Code Enforcement Vehicle

SUGGESTED MOTION: I move to approve the vehicle assignment as requested and authorize the Interim Town Administrator, Chief of Police, and Code Enforcement Officer to take the necessary steps to repair and assign the vehicle as described.

B. Paint RFP – Joe DiRusso will be in to discuss the proposals received and recommendations moving forward.

C. Review and approve fire station architect design services proposal from KCS Architects

SUGGESTED MOTION: I move to authorize the Interim Town Administrator to execute all necessary documents to accept the proposal by KCS Architects as provided, for construction design services for new Fire Station #2 and authorize the expenditure of $175,000 from the Fire Stations Capital Reserve Fund and/or from grant funds as appropriate and available.

D. Upcoming meeting schedule – reviewing meeting dates for the upcoming month, proposed includes:
   i) April 2nd
   ii) April 9th
   iii) April 16th
   iv) April 23rd
   v) April 30th

And we'll likely need potentially several nonpublic meetings the week of March 31st to complete interviews for TA candidates.

8. **Administrative Update**

See projects below

9. **Correspondence**

A. Traffic concern on Matthews/Sawyer Crossing Road

I have spoken to the resident, advised them of the Town's plan to paint a 'stop line' on Matthews Road, and request that the state replace the stop sign with a newer more reflective sign. Resident was advised to contact NHDOT and provided their information, as well engage advice of their own landscape architect/engineer. They are satisfied with that and will follow up if anything else needed.

B. Letter from NHMA on HB456

I spoke with Bill and have drafted a letter to our representatives communicating the importance of open communication and transparency with regard to local issues, and our ability to be

represented in the legislature.

10. **Public Input**

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

12. **Adjournment**

UPCOMING AGENDA ITEMS AND MEETINGS

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
  - Request for Bids California & North Winchester Street Reconstruction due March 31st
  - Current staff/personnel updates
    - Town Administrator Search
      - We are in the midst of BOS interviews with candidates and will update more in the next meeting.
      - 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
- Whitcomb Hall Gas Appliances
    - In response to concerns about propane smell and the gas usage in Whitcomb Hall, in consultation with the Board and DPW and Fire, we have decided to:
        - Have the gas to kitchen appliances turned off when not in use
        - Only turn the gas on and relight the pilot lights when an event requires use of the stove/oven. This will be done by authorized town staff only
        - Consider adding to the CIPC agenda for discussion the selling of the stove/oven to help pay for a new electric stove/oven
        - This plan wastes less gas while the stove/oven is not in use for long periods of time, may help improve indoor quality in Whitcomb, and will help contribute to safety improvements in the use of the building
- Town Meeting Follow up & Action Items
    - Updates from the last meeting:
        - Article 4
            - I have begun reviewing the architect's proposal from KCS for the construction documents/next steps and once review of a few final questions is complete the BOS should be able to move forward, likely tonight, with a motion included if we want to.
        - Articles 5 and 12
            - We have and are following up with the appropriate stakeholders to inform them of the vote.
        - Article 6
            - Loan application is due by June 30th. Stephon will begin the application first week of April with the help of Deborah L. from NHDES, project manager. After application, we would likely move to solicit qualifications, through an RFQ, for engineering consultants for the project.
        - Article 11
            - I am working with Adam to review the prior memos, development plan, and think through some recommendations to bring to an upcoming BOS meeting regarding Advisory Board, next steps, etc
    - 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
- 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.

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RAFFLE PERMIT
(RSA 287-A)

SYNOPSIS OF REQUIREMENTS OF RSA 287-A (RSA 287-A:1-11)

RSA 287-A allows raffles to be conducted by charitable, religious, educational charitable, civic, veteran and fraternal organizations, or political committee or party to promote the purposes for which they are organized. Tickets shall be sold only to persons 16 years of age or older. Tickets must have printed on their face the name of the organization, date, and place of the drawing, the prize(s) to be awarded, and the amount of the donation. Raffle Permits are required to be issued for raffles by the Selectmen of the Town where the drawing for the prize(s) will be held. Raffle tickets that are sold at an event lasting 12 hours or less do not need to obtain a raffle permit.

PERMIT# 2025-08

Name of Organization: Elijah Project
is hereby licensed and authorized to operate and/or conduct a raffle at

Location where drawing will be conducted: 580 Sawyer Crossing Rd Swanzey NH
located in Swanzey, New Hampshire.

Name of contact person: Shelby Arlen % Feeding Tiny Tummies & Resour Center

Address: 305 Park Ave, Keene, NH 03431

Phone# 603-499-8002 Email: feedingtinytummies@yahoo.com

Items(s) to be raffled (attach list if necessary):

50/50 Drawing

This license is valid, permitting sales of tickets, for the following dates:

March 26 to June 7, 2025

Date of raffle drawing: June 7, 2025

Approved by: _____

_____

_____ Date: _____
Swanzey Selectmen

FORM
PA-29

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

Map 222 Lot 58

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			24,0000
Married			32,000
Asset Limits			
Single			50,000
Married			50,000

Elderly Exemption Per Age Category

65-74 years of age	25,000
75-79 years of age	35,000
80+ years of age	40,000

STANDARD and LOCAL OPTIONAL EXEMPTIONS

	AMOUNT	GRANTED	DENIED	DATE
☒ Elderly Exemption	25,000	⊗	○	
☐ 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		○	○	

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

3/17/25 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		

Map 106 Lot 68

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 [ ] 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	36,900	⊗	○	
☐ Woodheating Energy Systems Exemption		○	○	
☐ Wind-powered Energy Systems Exemption		○	○	
☐ Renewable Generation Facilities and Electric Energy Storage Systems		○	○	

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Municipal Notes

1/21/25 Application reveiwed 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 218 Lot 111

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	30,000	⊗	◯	
☐ Woodheating Energy Systems Exemption		◯	◯	
☐ Wind-powered Energy Systems Exemption		◯	◯	
☐ Renewable Generation Facilities and Electric Energy Storage Systems		◯	◯	

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Municipal Notes

3/17/25 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 216 BLOCK LOT 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)*	500	☒	○	
☐ 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)*		○	○	

☐ Review Applicable Discharge Papers Form(s) DD214

☐ Other Information

VETERANS' EXEMPTION

☐ Certain Disabled Veterans' Exemption ○ Veteran ○ Surviving Spouse 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	Elderly Exemption Per Age Category	
Single				65-74 years of age	
Married				75-79 years of age	
Asset Limits				80+ years of age	
Single					
Married					

STANDARD and LOCAL OPTIONAL EXEMPTIONS *(If adopted by the City/Town)*

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

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Municipal Notes

3/17/25 Application reviewed by Assessor.

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / 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 217 BLOCK LOT 1

	AMOUNT	GRANTED	DENIED	DATE
[X] Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*	500	(X)	( )	
[ ] 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)*		( )	( )	

[ ] Review Applicable Discharge Papers Form(s) DD214

[ ] Other Information

VETERANS' EXEMPTION

[ ] Certain Disabled Veterans' Exemption ( ) Veteran ( ) Surviving Spouse 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 *(If adopted by the City/Town)*

	AMOUNT	GRANTED	DENIED	DATE
[ ] Elderly Exemption		( )	( )	
[ ] Improvements to Assist Persons with Disabilities		( )	( )	
[ ] Blind Exemption		( )	( )	
[ ] Deaf Exemption		( )	( )	
[ ] Disabled Exemption		( )	( )	
[ ] Solar Energy Systems Exemption		( )	( )	
[ ] Woodheating Energy Systems Exemption		( )	( )	
[ ] Wind-powered Energy Systems Exemption		( )	( )	

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 are returned to the applicant at the time a decision is made on the application.**

Municipal Notes

3/17/25 Application reviewed by Assessor.

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / 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 220 BLOCK LOT 162

	AMOUNT	GRANTED	DENIED	DATE
☒ Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*	500	⊗	○	
☐ 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) DD214

☐ 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		○	○	

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

3/17/25 Application reveiwed 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 243 BLOCK LOT 55/0/MHO/45

	AMOUNT	GRANTED	DENIED	DATE
[X] Veterans' Tax Credit RSA 72:28 *(Standard $50; Optional $51 up to $750)*	500	(X)	◯	
[ ] 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)*		◯	◯	

[ ] Review Applicable Discharge Papers Form(s) DD214

[ ] Other Information

VETERANS' EXEMPTION

[ ] Certain Disabled Veterans' Exemption ◯ Veteran ◯ Surviving Spouse 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 *(If adopted by the City/Town)*

	AMOUNT	GRANTED	DENIED	DATE
[ ] Elderly Exemption		◯	◯	
[ ] Improvements to Assist Persons with Disabilities		◯	◯	
[ ] Blind Exemption		◯	◯	
[ ] Deaf Exemption		◯	◯	
[ ] Disabled Exemption		◯	◯	
[ ] Solar Energy Systems Exemption		◯	◯	
[ ] Woodheating Energy Systems Exemption		◯	◯	
[ ] Wind-powered Energy Systems Exemption		◯	◯	

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 are returned to the applicant at the time a decision is made on the application.**

Municipal Notes

3/17/25 Application reviewed by Assessor.

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

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 Sixty Seven Dollars ($67.00) 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 Twenty Sixth day of March in 2025.

W.William Hutwelker

James Tempesta

Mark LaBelle

Board Of Selectmen
Swanzey, New Hampshire

Owner	PID & Location	Amount
DESCHENES, STEPHEN & MELANIE	248 / 43 / 0 / CG0 / 37	**$67.00**
894 WEST SWANZEY RD	EAST SHORE RD	
SWANZEY, NH 03446		
Reason: TO CREATE SUPPLEMENTAL TAX BILL PER TAX COLLECTOR.		

Marazoff Assessing Services, LLC.
21 June St.
Keene, NH 03431

2024 ABATEMENT RECOMMENDATION

DATE: March 19, 2025

TOWN: Swanzey, NH

TO: Board of Selectmen

FROM: Dave Marazoff, CNHA

OWNER: Russell, Richard D.
Russell, Kaitlin M.
31 Eaton Rd.
Swanzey, NH 03446

REPRESENTATIVE: N/A

LOCATION OF PROPERTY APPEALED: 31 Eaton Rd.

PROPERTY TAX ID (PID): 218 / 50 / 0

TAX YEAR APPEALED: 2024

PROPERTY ASSESSMENT APPEALED: $431,300.

Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

a. What the property was worth (market value) on the assessment date.

b. The property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

COMMENTS: The taxpayer requests abatement consideration for the 2024 tax assessment. They feel the assessment is disproportionate because of the location. They cite other properties for review in the request.

PROPERTY TAX ID (PID): 218 / 50/ 0 (Continued)

TAX YEAR APPEALED: 2024

RECOMMENDATIONS: After a review of the request and examination of the neighborhood assessments, I feel a lower 2024 assessment of $400,000 is reasonable. I recommend adjust the building condition in this abatement request.

This change would impact the 2024 assessment by $31,300 in taxable value.

After review of the information, my recommendation to the Board of Selectmen is to GRANT the request. Abate the $31,300 difference of the taxable portion of value to the taxpayer with any interest due from the date the taxes were paid.

Signed _____ **David Marazoff, CNHA**
Date 3/19/25

If you have any questions regarding this recommendation, please don't hesitate to contact me.

ABATEMENT GRANTED

_____

_____

_____
Signature/Date

ABATEMENT DENIED

_____

_____

_____
Signatures/Date

Marazoff Assessing Services, LLC.
21 June St.
Keene, NH 03431

2024 ABATEMENT RECOMMENDATION

DATE: March 19, 2025

TOWN: Swanzey, NH

TO: Board of Selectmen

FROM: Dave Marazoff, CNHA

OWNER: Murdough, Wray
42 James Rd.
Swanzey, NH 03446

REPRESENTATIVE: N/A

LOCATION OF PROPERTY APPEALED: 42 James Rd.

PROPERTY TAX ID (PID): 209 / 05 / BG / 1

TAX YEAR APPEALED: 2024

PROPERTY ASSESSMENT APPEALED: $85,800.

Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

a. What the property was worth (market value) on the assessment date.

b. The property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

COMMENTS: The taxpayer requests abatement consideration for the 2024 tax assessment on a 2001 Commodore mobile home on the land of a family member.

PROPERTY TAX ID (PID): 209 / 05 / BG / 1 (Continued)

TAX YEAR APPEALED: 2024

RECOMMENDATIONS: After review of the abatement form submitted and examination of other mobile home assessments, I feel a lower 2024 assessment of $59,700 would be reasonable. The market value of an unlanded mobile home on the property of another (a family member) should be considered.

This change would impact the 2024 assessment by $26,100 in taxable value.

After review of the information, my recommendation to the Board of Selectmen is to GRANT the request. Abate the $26,100 difference of the taxable portion of value to the taxpayer with any interest due from the date the taxes were paid.

Signed _____ **David Marazoff, CNHA**
Date 3/19/25

If you have any questions regarding this recommendation, please don't hesitate to contact me.

ABATEMENT GRANTED

_____

_____

_____
Signature/Date

ABATEMENT DENIED

_____

_____

_____
Signatures/Date

Marazoff Assessing Services, LLC.
21 June St.
Keene, NH 03431

2024 ABATEMENT RECOMMENDATION

DATE: March 19, 2025

TOWN: Swanzey, NH

TO: Board of Selectmen

FROM: Dave Marazoff, CNHA

OWNER: DiEmma, Karen
16 Shirley Rd
Swanzey, NH 03446

REPRESENTATIVE: N/A

LOCATION OF PROPERTY APPEALED: 16 Shirley Rd

PROPERTY TAX ID (PID): 249 / 122 / 0 / 0

TAX YEAR APPEALED: 2024

PROPERTY ASSESSMENT APPEALED: $425,400.

Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

a. What the property was worth (market value) on the assessment date.

b. The property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

COMMENTS: The taxpayer requests abatement consideration for the 2024 tax assessment for physical data reasons. They state that after a flooded basement, they no longer have a finished basement. They also cite the disproportionate home assessment when compared to (2) neighborhood assessments of buildings that have been updated. The taxpayer's argument is that her home is mostly original interior.

PROPERTY TAX ID (PID): 249 / 122 / 0 / 0 (Continued)

TAX YEAR APPEALED: 2024

RECOMMENDATIONS: After a review of the abatement form submitted and inspection of the home on 3/21/25, I would agree the home interior is mostly original. I recommend adjusting the dwelling condition as average in this case. The result is an assessment of $385,600.

This change would impact the 2024 assessment by $39,800 in taxable value.

After review of the information, my recommendation to the Board of Selectmen is to GRANT the request. Abate the $39,800 difference of the taxable portion of value to the taxpayer with any interest due from the date the taxes were paid.

Signed _____ **David Marazoff, CNHA**
Date 3/19/25

If you have any questions regarding this recommendation, please don't hesitate to contact me.

ABATEMENT GRANTED

_____

_____

_____
Signature/Date

ABATEMENT DENIED

_____

_____

_____
Signatures/Date

Marazoff Assessing Services, LLC.
21 June St.
Keene, NH 03431

2024 ABATEMENT RECOMMENDATION

DATE: March 19, 2025

TOWN: Swanzey, NH

TO: Board of Selectmen

FROM: Dave Marazoff, CNHA

OWNER: Fougere Homes, LLC
48 Coot Bay Dr.
Rindge, NH 03461

REPRESENTATIVE: N/A

LOCATION OF PROPERTY APPEALED: 95 Winch Hill Rd.

PROPERTY TAX ID (PID): 256 / 21 / 0 / 0

TAX YEAR APPEALED: 2024

PROPERTY ASSESSMENT APPEALED: $183,300.

Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

a. What the property was worth (market value) on the assessment date.

b. The property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

COMMENTS: The taxpayer's request for abatement consideration for the 2024 tax assessment involves the building portion value. The property is a 2.5-acre parcel that previously had a cape-style home on it. The home was destroyed by a fire in late 2023. The current owner purchased the property as a bank sale after foreclosure in 2024. The building had an assessed value of $177,700 in 2024. The remaining structure had been demolished after the fire, but the assessing department was unaware at the time because there was no permit taken to demolish. The taxpayer requests abatement for the building portion of the 2024 assessment.

PROPERTY TAX ID (PID): 256 / 21 / 0 / 0 (Continued)

TAX YEAR APPEALED: 2024

RECOMMENDATIONS: After a review of the abatement form submitted and an inspection of the site, I would agree an abatement is warranted. The building components totaled $183,300 for dwelling value of $177,700 and fireplace assessed at $5,600.

I would point out that because the owner purchased the property on 11/27/24, they were only responsible for the latter portion of the 2024 tax year. For this reason, they would only receive the percentage of 2024 taxable value between the sale date of 11/27/24 and 3/31/25. That is equal to 125 days, or 34.2% of the tax year. For this reason, the abatement should be for 34.2% of the abated taxable value of $183,300.
The resulting amount to this taxpayer should be $62,688 in taxable value. The former owner did not appeal, and therefore no further abatement is necessary.

After review of the information, my recommendation to the Board of Selectmen is to GRANT the request. Abate the $62,688. portion of taxable value the current owner was responsible for in 2024. This should include any interest due from the date the taxes were paid.

Signed _____ **David Marazoff, CNHA**
Date 3/25/25

If you have any questions regarding this recommendation, please don't hesitate to contact me.

ABATEMENT GRANTED

_____

_____

_____
Signatures/Date

ABATEMENT DENIED

_____

_____

_____
Signatures/Date

Marazoff Assessing Services, LLC.
21 June St.
Keene, NH 03431

2024 ABATEMENT RECOMMENDATION

DATE: March 19, 2025

TOWN: Swanzey, NH

TO: Board of Selectmen

FROM: Dave Marazoff, CNHA

OWNER: Cleary, Christopher
Cleary, Susan M.
18 Sylvan Way
Swanzey, NH 03446

REPRESENTATIVE: N/A

LOCATION OF PROPERTY APPEALED: 18 Sylvan Way

PROPERTY TAX ID (PID): 104 / 11 / 0 / 0

TAX YEAR APPEALED: 2024

PROPERTY ASSESSMENT APPEALED: $237,900.

Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

a. What the property was worth (market value) on the assessment date.

b. The property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

COMMENTS: The taxpayer requests abatement consideration for the 2024 tax assessment for physical data reasons. They state that a 10 x 15 porch is assessed as finished, but is actually unfinished.

PROPERTY TAX ID (PID): 104 / 11 / 0 / 0 (Continued)

TAX YEAR APPEALED: 2024

RECOMMENDATIONS: After a review of the abatement form submitted and inspection of the home on 3/4/25, I feel a lower 2024 assessment of $235,700 is warranted for a change of finished porch to unfinished porch.

This change would impact the 2024 assessment by $2,200 in taxable value.

After review of the information, my recommendation to the Board of Selectmen is to GRANT the request. Abate the $2,200 difference of the taxable portion of value to the taxpayer with any interest due from the date the taxes were paid.

Signed _____ **David Marazoff, CNHA**
Date 3/25/25

If you have any questions regarding this recommendation, please don't hesitate to contact me.

ABATEMENT GRANTED

_____

_____

_____
Signature/Date

ABATEMENT DENIED

_____

_____

_____
Signatures/Date

FORM **PA-7**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RECEIVED MAR 24 2025 TOWN OF SWANZEY

For Tax Year April 1, 2025 to March 31, 2026

(Assigned by Municipality)

YR [ ][ ] - TOWN [ ][ ][ ] - OP# [ ][ ] - [T]

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.
23/7 (240130)

3. Intent Type: Original [X] Supplemental [ ] _____ (Original Intent Number)

4. Name of Access Road: Aldrich

5a. Acreage of Lot: 67 Acreage of Cut: 30

5b. Anticipated Start Date: 1-2 / 26 / 2024 4/1/25 per phone call with Tim.

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 [X] **OR** LOGGER / FORESTER [ ]

BY MAIL [X] **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.

Timothy W. OBrien 3-21-25

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Timothy W. OBrien

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

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Timothy OBrien

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

377 Middletown Rd

MAILING ADDRESS

Roxbury | NH | 03431

CITY OR TOWN | STATE | ZIPCODE

tim.obrien.09@gmail.com

E-MAIL ADDRESS

6039034835 | 6039034835

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	12	MBF
Hemlock	10	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	60	MBF
Ash		MBF
Soft Maple	5	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box		MBF
Other (Specify)		MBF
Pulpwood	**Tons**	
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Biomass Chips		
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	25	Cords

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

Species Oak / Tops | Amount: 30 Cord

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.

Kurtis Will 3/21/25

SIGNATURE OF PERSON RESPONSIBLE FOR CUT DATE

Kurtis Will

PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

19 Lovely Lane

MAILING ADDRESS

Winchester | NH | 03470

CITY OR TOWN | STATE | ZIPCODE

6037629592 | KurtisWill89@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: 3/24/25
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 | SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE | SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

DRAFT

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «29 » day of «March » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Town of Swanzey, New Hampshire »« »
«PO Box 10009 »
«620 Old Homestead Highway »
«Swanzey, NH 03446 »

and the Architect:
(Name, legal status, address and other information)

«KCS Architects, LLC »« »
«PO Box 170 »
«170 Main Street »
«Marlborough, NH 03455 »

for the following Project:
(Name, location and detailed description)

«Swanzey Fire Station 2 »
«321 Old Homestead Highway »
«Swanzey, NH 03446 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«See Exhibit A, Schematic Design Drawings for Swanzey Fire Station 2, which describe the project scope of work. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The project is a new freestanding wood framed structure for Swanzey Fire Station 2 located at 321 Old Homestead Highway in Swanzey. It has a footprint of 6,410 SF and a total area of 9,428 SF including an unfinished second floor and mezzanine at the apparatus bays. See Exhibit A, Schematic Design Drawings which describes the project's physical characteristics. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«See Exhibit B, Pre-Bond Project Estimate with construction cost budgeted at $3,660,119.00 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

3/28/2025 Project Start
5/16/2025 Site Permitting and Design Development Drawings Complete
8/08/2025 Construction Drawings Complete
8/15/25 Bid Invitation
8/22/25 Bid Walk Through Meeting
9/05/25 Bids Due
9/12/25 Construction Contract »

.2 Construction commencement date:

«9/21/2025 Construction Commencement »

.3 Substantial Completion date or dates:

«5/15/2026 Substantial Completion »

.4 Other milestone dates:

«Note Milestone Dates Assume Professional Services Contracts are signed by March 26, 2025 »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«The Owner intends for this to be a Design-Bid-Build Project. Construction Management may be considered. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«The project will incorporate energy conservation and resource efficiency, and be designed for optimized indoor air quality. »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Alex Torpey »
«Town Administrator »
«PO Box 10009 »
«Swanzey, NH 03446 »
«(603) 352-7411 »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«Randy Rhoades, PE »« »
«M&W Soils Engineering, Inc. »
«159 East Street »
«Charlestown, NH 03603 »
«603-398-4597 »

.2 Civil Engineer:

«Chad Branon »« »
«Fieldstone Land Consultants, PLLC »
«45 Roxbury Street »
«Keene, NH 03431 »
«603-672-5456 »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Katie Sutherland, Architect »
«KCS Architects, LLC »
«PO Box 170 »
«170 Main Street »
«Marlborough, NH 03455 »
«603-439-6648 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Ken Marshall »« »
«Foley Buhl Roberts & Associates Inc »
«500 Commercial Street »
«Manchester, NH 03101 »
«603-622-4578 ext 201 »

.2 Mechanical Engineer:

«Richard Parks, PE »« »
«WV Engineering Associates »
«11 King Court »
«Keene, NH 03431 »
«603-352-7007 x105 »

.3 Electrical Engineer:

«Charles Herr, PE »« »
«WV Engineering Associates »
«11 King Court »

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«Keene, NH 03431 »
«603-352-7007 »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder. This limitation shall not be modified by any certification or representation made by Architect as an accommodation at the request of the Owner. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall not be responsible for the performance of the construction contracts, products incorporated into the Work, or any defects or deficiencies resulting from the work of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the Owner or on behalf of any third-party, including anyone working or acting on behalf of any of them.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than «two million dollars » ($ «2,000,000 ») for each occurrence and «two million dollars » ($ «2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars » ($ «1,000,000 ») per accident for bodily injury, death of any person,

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and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at NH statutory requirements.

§ 2.5.5 Employers' Liability with policy limits not less than «five hundred thousand » ($ «500,000 ») each accident, «five hundred thousand » ($ «500,000 ») each employee, and «five hundred thousand » ($ «500,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «two million dollars » ($ «2,000,000 ») per claim and «two million dollars » ($ «2,000,000 ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 and add the Town of Swanzey as the certificate holder.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services, which may be adjusted as the Project proceeds. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services have been previously prepared under separate contract. Disregard Section 3.2.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. It is understood, however, that various governmental codes and regulations, including without limitation the ADA and FHA and related state laws, are subject to varying and sometimes contradictory interpretation. The Architect shall exercise its professional skill and care consistently with Section 2.2 herein to endeavor to provide a design that complies with such regulations and codes. Architect cannot and does warrant that all documents issued by it shall comply with said regulations and codes but will identify each circumstance where there is conflicting ADA interpretation and the Architect's recommended solution to the Owner so that the Owner is cognizant of each decision that implicates risk compliance with the ADA, FHA and related state laws.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with

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the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Owner retains Fieldstone Land Consultants
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Owner retains Fieldstone Land Consultants
§ 4.1.1.9 Landscape design	Owner retains Fieldstone Land Consultants
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the negligence of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 «2 » («two ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 « » («Every two weeks ») visits to the site by the Architect during construction
.3 « » («One ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 « » («One ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «twenty » (« 20 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these

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costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« x »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the negligence of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« Not applicable, other than compensation for services performed through date of termination »

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« Not applicable, but Owner will be required to execute a waiver prior to continuing to use the Instruments of Service »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

«Hourly Billing up to a Stipulated Sum of $175,000.00 »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Any Supplemental or Additional Services will be billed hourly. See Section 11.7 for hourly rates. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Any Supplemental or Additional Services will be billed hourly. See Section 11.7 for hourly rates. » »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten » percent (« 10 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	«+/- twenty-five »	percent (	«+/- 25% »	%)
Construction Documents Phase	«+/- forty »	percent (	«+/- 40% »	%)
Procurement Phase	«+/- ten »	percent (	«+/- 10% »	%)
Construction Phase	«+/- twenty-five »	percent (	«+/- 25% »	%)

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Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«Hourly Rates are subject to compensation reviews and may be updated throughout the course of the project. »

Employee or Category	Rate ($0.00)
Katie Sutherland, Principal Architect	$200.00
Jon Graves, Staff Rate	$135.00
Eli Mead, Staff Rate	$105.00
Kayleigh Marshall, Staff Rate	$100.00
Nick Tolman, Staff Rate	$ 95.00
Erick Nyambuoro, Staff Rate	$ 95.00
Elaina Valdez, Staff Rate	$ 80.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «ten » percent («10» %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of «no dollars » ($ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « thirty » («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«2 » % «monthly (24% per annum) »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«**§ 12.1** The Owner acknowledges and agrees that any claim made by it arising out of any act or omission of anv director. officer, or employee of the Architect, or its consultants. in the execution or performance of this Agreement, shall be made against the entity and not against any of the entity's individual directors, officers, or employees.

§12.2 The Architect shall provide services and produce Instruments of Service, defined as drawings, specifications and other documents, including those in electronic form prepared by the Architect, in a manner set forth in Section 2.2 herein ("Standard of Care"). Owner and Architect acknowledge that no set of Instruments of Service is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care and that the Instruments of Service, while still consistent with the Standard of Care, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to Owner. The Owner agrees that if the Errors do not increase the Construction Cost by Change Order by more than three percent (3%) the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from such Errors. This release does not limit Architect's liability for increases beyond three percent (3%) in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care. Construction Cost increases by Change Order as a result of Owner requests, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to Errors of Architect. The Architect shall not be responsible for increases to the Construction Cost for items omitted from the Instruments of Services, but that are necessary for the proper completion of the Project, except for the premium cost that may be necessary in order to retrofit an omitted item.

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§ 12.3 To the fullest extent permitted by law, the total liability in the aggregate of the Architect, its officers, directors. employees, agents, and independent professional associates, and any of them, to the Owner and anyone claiming by, through, or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Architect's services, the Project, or this Agreement, from any cause or causes whatsoever including, but not limited to, the negligence, errors, omissions. strict liability, breach of contract, or misrepresentation of Architect, its officers, directors, employees. agents or independent professional associates, or any of them, shall not exceed the amount of the available insurance under the applicable insurance policy.

§ 12.4 The Owner agrees to require the General Contractor and/or Construction Manager on this Project to supply the Owner and Architect with Commercial General Liability insurance which names both Owner and Architect as additional insured for their interests on the Project as they may exist. The Owner further agrees to require all other contractors and subcontractors engaged in any part of the Work on behalf of the General Contractor and/or Construction Manager, to do the same. Said insurance shall be primary to any other insurance offering the same or similar coverage and this shall be reflected on the certificate of insurance. Proof of such insurance in the form of a standard Acord certificate shall be sent to the Owner and the Architect prior to the General Contractor and/or Construction Manager undertaking the beginning of construction.

§ 12.5 The Owner will require the following clause to be inserted into the construction contracts and, the Owner shall not permit it to be modified or deleted without Architect's prior consent:

"To the fullest extent permitted by law. the Contractor shall waive any right of contribution against and shall indemnify and hold harmless the Owner, the Architect. Architect's consultants. and their agents and employees of any of them ("Indemnified Parties") from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of. resulting from, or in connection with the performance of the Work. provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and such Claim arises out of an act. omission, or negligence of the Contractor, any Subcontractor, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement."

§ 12.6 No person or entity other than the Owner is intended to be a beneficiary of Architect's services under this Agreement and Contractor shall have no right to maintain any action in contract tort. or otherwise directly against the Architect.

§ 12.7 In the event that there is reason to suspect that there are materials within the Project site which may contain asbestos or other hazardous materials in any form, including, but not limited to polychlorinated biphenyl (PCB) or any other toxic substances, the Owner shall, at its own initiative or at the request of the Architect, retain a qualified independent consultant to inspect the Project site to determine the nature of any such materials. If asbestos or other hazardous material or substance is present. the Owner shall be responsible to remove from the Project site any such hazardous material in a manner that will not adversely affect the health of any person and will comply with all applicable governmental laws and regulations. The Owner shall indemnify and hold harmless the Architect from any liability, loss, damage or expense arising out of or with respect to the presence of hazardous materials at the Project Site if a claim is made against the Architect relating to such hazardous materials and their handling.

§ 12.8 In order to minimize construction problems and change orders, the Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. Notwithstanding the foregoing, in some instances, the Owner may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required. Owner acknowledges and agrees that there is a greater likelihood of errors, omissions, inconsistencies, and ambiguities and lack of coordination inherent in the fast-track process which could add additional design and construction costs for which neither the Architect nor its Consultants may be held legally responsible. The Owner shall maintain an adequate contingency to fund such additional design and construction costs.

§ 12.9 The license under this Agreement for Instruments of Service is only for information contained on printed documents. For the Owner's convenience, however, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify and hold harmless the Architect, its

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employees and consultants from and against all claims, losses, and expenses (including all reasonable attorneys' fees) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement.

§ 12.10 The Architect and the Owner agree to all times act in good faith in carrying out their respective obligations and responsibilities under this Agreement and for this Project.
»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Schematic Design Drawings for Swanzey Fire Station 2 – Basis of Design.
Exhibit B, Pre-Bond Project Estimate with construction cost budgeted at $3,660,119.00 »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
«Alex Torpey »«Town Administrator, Swanzey »	«Katie Sutherland »«KCS Architects, LLC »
(Printed name and title)	*(Printed name, title, and license number, if required)*

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www.FieldstoneLandConsultants.com

March 25, 2025

Mr. Joe Dirusso, Director of Public Works
Town of Swanzey
98 Pine Street
Swanzey, New Hampshire 03446

RE: Town of Swanzey – Fire Station Site Plan & Permitting
Tax Map Parcel 34-2 – 321 Old Homestead Highway – Swanzey, NH
Proposal for Surveying, Environmental & Engineering Services

Dear Mr. Dirusso,

Fieldstone Land Consultants, PLLC (Fieldstone) is pleased to submit the following proposal to provide Surveying, Environmental and Engineering Services associated with the design and permitting of a new Fire Station at 321 Old Homestead Highway. This proposal is based on the conceptual plan prepared by our office, our understanding of the Town's goals for the project and our intimate knowledge with similar projects and associated permitting.

Fieldstone is a full-service civil engineering, land surveying and environmental services firm with a commitment to be a results-oriented business with an understanding that quality, efficiency and prompt execution are the key elements of a project's success. Fieldstone is a fully insured operation with a professional staff containing over 50 years of experience. Please see our company profile following this proposal.

SCOPE OF SERVICES

Fieldstone will perform the following tasks to seek the necessary approvals and permits for your project. The scope of services outlined below is based on the State of New Hampshire permitting requirements, the Town of Swanzey Regulations and our experience.

TASK I – SURVEY SERVICES (FIELDWORK & PLAN PREPARATION)

- RESEARCH - Surveyors of Fieldstone will perform Town and County research to update the research package and complete an updated abutters list with any record plans or deed restrictions on the subject property. This proposal anticipates (6) hours of research efforts.
- BOUNDARY SURVEY – Service was completed with prior contract.

- TOPOGRAPHIC SURVEY – Fieldstone's survey group will update the existing topographic survey to include work completed over the last 5 years, new utility locations and update the topographic model. This topographic survey will be incorporated into the existing conditions plan. This proposal assumes one (1) day of fieldwork.
- EXISTING CONDITIONS PLAN – Surveyors of Fieldstone will draft an updated existing condition plan with the updated materials. This plan will depict contours at two-foot intervals, updated improvements, buildings, roadways, parking areas, drainage structures, utilities and other existing improvements to the land. This plan will utilize all record materials to the extent possible and will be supplemented by new information located during our updated site survey.

TASK II – ENVIRONMENTAL SERVICES

- WETLAND DELINEATION – Service was completed with prior contract.
- WETLAND LOCATION – Service was completed with prior contract.
- TEST PITS – Service was completed with prior contract.

TASK III – ENGINEERING SERVICES

Preliminary Design Stage:

- CONCEPT PLAN – Service was completed with prior contract.

Design Stage:

The following is a list of Design Services that Fieldstone is anticipating for this project. All of the design services will be performed by one of Fieldstone's Civil Engineers:

- SITE PLAN PREPARATION - Upon the endorsement of the concept, Fieldstone will proceed with the preparation of final plans. The plans will be prepared in accordance with written municipal requirements and will be suitable for review by the Swanzey Planning Board and the New Hampshire Department of Environmental Services. This task includes all designs, computations and computer aided drafting necessary to prepare the plans.
- ROADWAY/ACCESS/PARKING DESIGN – Fieldstone's Engineers will complete the necessary roadway, access and/or parking lot designs along with any associated drainage improvements, storm water management areas and sedimentation and erosion control measures.
- SITE GRADING PLAN – This plan will show the overall grading and drainage plan for the property.
- UTILITY PLANS (ON-SITE) – The utility plans will show the electrical, telephone, cable, water and sewer layout. The location of the utilities, including underground conduit and manholes will be shown on the plans.
- SITE LIGHTING AND LANDSCAPING PLAN - Fieldstone will coordinate and provide a site lighting and landscaping plan. The following outlines the anticipated site lighting design services:
    - Exterior lighting design for the proposed site. This includes specifications and pictures of the proposed fixtures for your approval.
    - Photometric analysis including an iso-footcandle layout, and a point-by-point footcandle layout.

  - Final plans including site lighting layout with fixture schedules, pictures of the fixtures, wiring, controls and notes; an iso-footcandle layout; and a point-by-point footcandle layout.
- EROSION AND SEDIMENTATION CONTROL PLAN – This plan will show the location of all erosion and sedimentation control practices to address the state and local requirements.
- CONSTRUCTION DETAILS – These plans will consist of any applicable construction, drainage, erosion control, lighting, septic and sequencing details.
- STORM WATER MANAGEMENT STUDY & REPORT – All drainage structures (culverts, pipes, etc.) will be designed using the 25-year frequency storm event. In accordance with the Town Regulations, storm water detention structures will be designed to maintain the existing peak runoff flow rate for the 2-, 10-, and 25-year frequency storm events. All permanent erosion control structures will be designed using the (10) year frequency storm event as required by the NH DES Alteration of Terrain regulations.

TASK IV – PERMITTING (ANTICIPATED)

- PLANNING BOARD – Submission for Site Plan Review (Curtesy Meeting).
- NH DES WASTEWATER SEWER CONNECTION PERMIT – Fieldstone will prepare and submit the required material for Sewer Connection Permit (Required for municipal extensions and connections exceeding 5,000 gallons per day).
- NHDOT ACCESS PERMIT – Fieldstone will prepare and submit the required material for the filing for an access permit off from NH Route 32.
- FAA PERMITTING– Fieldstone will file with FAA to permit the project as it relates to the airport glide slopes.
- EPA NPDES & NOI FILING - This project will require the preparation of a SWPPP package the filing of an EPA Notice of Intent (NOI). These services have not been included with this proposal as some contractors will take care of this as part of their services.

TASK V – MEETINGS (ANTICIPATED)

Included as part of this proposal is attendance at the following meetings by Fieldstone staff:

- TOWN STAFF – Two (2) meetings with staff to review the project. Fieldstone anticipates meeting with the sewer and water commissions, the fire department and the Town Planner and Zoning Administrator to review the design and associated connections.
- PLANNING BOARD – One (1) meeting to represent the proposed development.
- CLIENT – Two (2) meetings with you to review the design plans.

EXCLUSIONS/ASSUMPTIONS

- Application, review or permitting fees, backhoe fees
- Retaining wall designs
- Meetings or permits other than those noted
- Studies other than those noted, such as traffic, environmental, wildlife, etc.
- Building elevations and renderings

- Digital building floor plans and elevations to be provided
- CAD files of record existing conditions plan to be provided
- Condominium plans or documents
- Off-site topography and/or improvements
- Geotechnical work or soil testing other than noted
- Soil mapping (not anticipated)
- Septic Designs are not included
- Lot or boundary monumentation
- Construction layout services/as-built surveys other than noted

SCHEDULE AND COST ESTIMATE

Work can commence within two weeks of receipt of your written authorization. We will inform you should we encounter situations that may delay this schedule.

We estimate the labor cost for the scope of services above to be $18,000.00.

Future Budget Items:
Construction Control - $2,200
Construction Layout for Building - $1,800

TERMS AND COMPENSATION

This proposal is a Retention Services Agreement for all Land Surveying and Engineering Services to be performed on this project. The services to be provided by Fieldstone will be billed on a TIME AND MATERIALS basis. Reimbursable expenses such as printing, postage, mileages etc. are not included. (See attached Reimbursable Expenses sheet). Submission fees and review fees are not part of this proposal.

Bills will be processed promptly and paid within 30 days of receipt. Any non-payment of the invoice will be the basis for ceasing all work on the project. Any invoices outstanding over 90 days will accrue interest of 1.5% per month. If payment is not received within 120 days, the owner shall be responsible for any associated collection or legal fees. This proposal reflects costs up to submission of the plan to the town, permitting agencies and meeting attendance as noted. Departures from the anticipated scope of services resulting from circumstances beyond our control will affect the estimated costs. Should the project be discontinued, Fieldstone will receive written authorization of such discontinuance and be compensated for all work to the date of receipt of the notification discontinuance. Fieldstone makes no guarantees relative to the approval of your project.

Enclosed for your signature are two copies of this proposal. Please sign both, retain one for your files and return one to this office.

We appreciate the opportunity to work with you and if you have any questions please do not hesitate to contact me.

Very truly yours,
FIELDSTONE LAND CONSULTANTS, PLLC

Chad E. Branon, P.E.
Civil Engineer / Principal

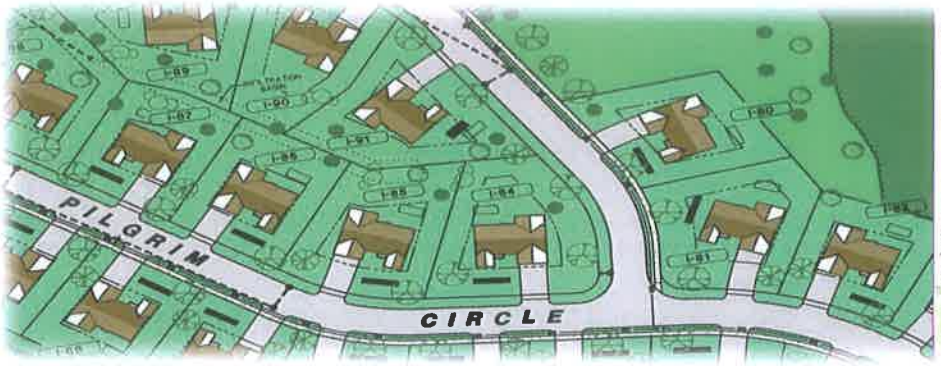
AUTHORIZATION

Fieldstone Land Consultants, PLLC is hereby authorized to proceed with the work outlined in this proposal.

Name: _____ Title: _____

Signature: _____ Date: _____

FIELDSTONE
LAND CONSULTANTS, PLLC





CLIENT SERVICE

Fieldstone Land Consultants, PLLC is a civil engineering, land surveying and environmental services firm located in Milford and Keene, New Hampshire. Fieldstone provides services to a wide range of private and public sector clients throughout New Hampshire, Massachusetts, Vermont and Maine.

Fieldstone Land Consultants was formed with the objective to create a professional consulting firm that would offer quality and thoughtful services in a timely and professional manner, and we maintain that objective today as our primary business focus. Our guiding principle is to do what it takes to ethically and responsibly deliver the standard of care our clients expect and deserve.

At Fieldstone Land Consultants, we approach each day with a focus on being recognized as a business built on integrity. We understand that if we successfully maintain that status, our clients are receiving the very quality of service we set out to provide.



BUSINESS STRUCTURE

Fieldstone Land Consultants is a Professional Limited Liability Company (PLLC) maintaining offices at 206 Elm Street in Milford, New Hampshire and 45 Roxbury Street in Keene, New Hampshire.

Fieldstone Land Consultants is a fully insured operation with a professional staff capable of carrying your project from inception to completion.

Fieldstone Land Consultants current staff consists of Professional Civil Engineers, Licensed Land Surveyors, Certified Wetland Scientists, Certified Soil Scientists, Licensed Septic System Designers, Certified Septic and Soil Evaluator and OSHA Certified HazMat Technicians.

Please see the following pages for more details and a partial list of services provided by our Engineering, Surveying and Environmental Services.



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CIVIL ENGINEERING

Fieldstone Land Consultants offers a full complement of professional Civil Engineering services to meet the individual needs of any residential, commercial, industrial, municipal or institutional project. Whether implemented as a full suite of services, or individually employed as a component of a project's overall design efforts, our focus will always be to do what it takes to provide a thorough, quality design that is attuned to the specific needs of the project, is economical to construct, is presented in a neat and professional manner and is always delivered in a timely fashion. The following provides just a sample of our Civil Engineering services.



Services Include:

- Land Planning
- Site / Subdivision Concept & Design
- Roadway Design
- Parking Lot Layout and Design
- Stormwater Management Designs
- Sanitary Sewer, Water & Utility Designs
- Permitting Preparation & Coordination
- Estimating & Specifications
- Construction Management Services and Monitoring







FIELDSTONE
LAND CONSULTANTS, PLLC

LAND SURVEYING

Fieldstone Land Consultants offers a full complement of professional Land Surveying services to meet the needs of any project. By integrating the expertise of our land surveying staff with state of the art technology, we are positioned to provide our clients with a timely and accurate response to any surveying need. Employed in concert with our other service areas, our Land Surveying capabilities enable Fieldstone Land Consultants to do what it takes to ensure clear and efficient communication between field personnel and our design staff. The result is a smooth progression from project concept development, to upfront survey data collection, to site design and approval, and ultimately to project construction. The following provides just a sample of our Land Surveying services.

Services Include:

Boundary & Topographic Survey



- Land Subdivisions
- Boundary Establishment
- Topographic Surveys
- Highway / Roadway Surveys
- Utility Route Surveys
- ALTA / ACSM Surveys
- Photogrammetric Control Surveys
- Hazardous Materials (HazMat) Surveys
- Global Positioning System (GPS) Surveys
- Property Monumentation

Construction Support



- Plot Plan Preparation
- Construction Control & Layout Services
- As-Built Survey Services
- As-Built Plan Preparation

General Survey Support

- Boundary Dispute Resolution
- Expert Testimony
- Title Report Review
- Facility Mapping



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LAND CONSULTANTS, PLLC

ENVIRONMENTAL SERVICES

Fieldstone Land Consultants provides innovative, thoughtful, and economical solutions to facilitate the needs of our clients in an environmentally responsible manner. Whether designing a low impact sewerage disposal system for an environmentally sensitive site, undertaking the development of an action plan for long-term environmental compliance, or streamlining the time consuming Wetland and Shoreland permitting process; Fieldstone Land Consultants takes great pride in doing what it takes to address the individual needs of the client and the unique characteristics of their property. The following provides just a sample of our Environmental Services.

Services Include:



Regulatory Compliance

- Wetland Delineation and Soil Mapping
- Wetland and Waterfront Impact Permitting
- Comprehensive Shoreland Protection Act (CSPA) Permitting
- CSPA mitigation and restoration plans
- Waterfront Site Assessments-Real Estate Transfers
- Low Impact Septic System Designs, Residential and Commercial using Environmentally Responsible Conventional and Alternative Technologies
- Certified Septic System Evaluations
- Stormwater Pollution Prevention Plans
- Erosion & Sedimentation Control / NPDES Permit Compliance Inspections
- Phase I Environmental Site Assessments (ESA) ASTM E1527 Standard



Natural Resource Conservation

- Wildlife Habitat Assessments
- Vernal Pool Documentation
- Wildlife Enhancement and Farm Pond Design
- Dam and Fish Ladder Design
- Composting and Greywater Septic System Design
- Invasive Species Documentation
- Environmental Impact Assessments
- Riparian Corridor Management and
- Stream bank Stabilization Design



FIELDSTONE
LAND CONSULTANTS, PLLC

Fee Schedule
2025

The following charge rates represent all *Fieldstone Land Consultants, PLLC,* overhead, taxes and profit, including rent, office overhead and accounting, social security, unemployment taxes, workers' compensation, liability insurance, as well as, direct and fringe benefit compensation. The current charge rates for the different classes of employees are:

Classification	Hourly Rate	Classification	Hourly Rate
Principal Engineer, P.E.	$ 150.00	Principal Surveyor, L.L.S.	$ 135.00
Sr. Engineer Manager, P.E.	$ 145.00	Sr. Survey Manager, L.L.S.	$ 130.00
Sr. Engineer Project Manager	$ 140.00	Sr. Survey Project Manager	$ 125.00
Engineer Project Manager	$ 125.00	Survey Project Manager	$ 115.00
Project Engineer III	$ 115.00	Survey Technician III	$ 105.00
Project Engineer II	$ 105.00	Survey Technician II	$ 95.00
Project Engineer I	$ 95.00	Survey Technician I	$ 85.00
Principal Scientist, CWS, CSS	$ 125.00	1-Man Survey (Robotic/GPS)	$ 110.00
Sr. Scientist Manager, CWS	$ 120.00	2-Man Survey Crew	$ 147.00
Scientist Project Manager	$ 115.00	3-Man Survey Crew	$ 175.00
Project Scientist III	$ 110.00	Field Survey Technician	$ 80.00
Project Scientist II	$ 100.00	Administrative Support	$ 70.00
Project Scientist I	$ 85.00	Expert Witness Testimony	$ 290.00

The above-quoted hourly rates are subject to adjustment under the following conditions:

- Escalation in wages and salary costs due to normal "cost of living" increases, and merit raises due to increase in staff experience (annual review).

Reimbursable expenses chargeable to the work will include (but are not limited to): travel & living expenses for all personnel when required to be away from the office in connection with the work; postage and shipping costs; job expendable materials and supplies; special equipment rental; and charges for printing, reproduction, electronic data processing, and the use of *Fieldstone Land Consultants, PLLC* equipment and its employees in accordance with published rates at the time of use or performance of service.

The services of outside sub-contractors and/or consultants are charged at cost, plus ten percent (10%).

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SCHEDULE OF REIMBURSABLE EXPENSES
2025

WOOD SURVEY STAKES:	
Triangular Pine Flat	1.00 Each
Oak Hubs (2"x2"x18")	1.00 Each
Oak Grade Stakes (1"x1"x48")	1.25 Each
STEEL PINS:	
Steel Pin (½" x 16") With Cap (Survey Control)	1.75 Each
Steel Pin (1" x 30") Without Cap	9.00 Each
Steel Pin (1" x 30") with Aluminum Cap	13.00 Each
STONE BOUNDS:	
Granite Bound with marker (4"x4"x36")	46.00 Each
Granite Bound with marker (4"x4"x48")	58.00 Each
Granite Bound with marker (6"x6"x48")	89.00 Each
COPIES:	
Copies -Plain Paper (Mita)	0.55 Per Sq. Ft.
Plotting -Bond and Vellum	0.75 Per Sq. Ft.
Plotting –11x17	1.80 Per Sheet
Plotting -Mylar	2.10 Per Sq. Ft.
Plotting -Recordable Mylar	40.00 Per Sheet
Photo Copying –Letter Size	0.10 Per Sheet
Photo Copying –Legal Size	0.15 Per Sheet
Outside Copies (including county registry)	Cost
MISCELLANEOUS:	
Flagging Rolls	3.00 Each
Paint (spray can)	6.00 Each
Ksat Compact Constant Head Permeameter	40.00 Per Day
Mileage	0.75 Per Mile
Parking & Toll Fees	Cost
Postage or Overnight Delivery	Cost
Town, City or State Permit Fees **(If Fieldstone Land Consultants, PLLC agreed to pay on client's behalf)**	Cost
OUTSIDE CONTRACTORS OR CONSULTANTS	Cost Plus 10%

TOWN OF SWANZEY

620 OLD HOMESTEAD HIGHWAY P.O.
BOX 10009
SWANZEY, NH 03446-0009
TOWN HALL (603) 352-7411 FAX (603) 352-6250
WWW.TOWN.SWANZEY.NH.US

MEMORANDUM - OFFICE OF THE CODE ENFORCEMENT OFFICER

TO: Swanzey Selectboard

FROM: Chris Levy, Code Enforcement Officer

RE: Assignment of a Code Enforcement Vehicle

DATE: 3/19/25

CC: Town Administrator; Kevin Wescott; Joeseph Gonsalves

I am requesting that the Chief of Police vehicle that is being removed from service at the police department be permanent reassignment to the Code Enforcement Officer. This action would instantly enhance efficiency and improve public service delivery for the contractors and residents. Currently, the officer must rely on shared vehicles, which creates scheduling conflicts, delayed inspections, and increases response times. Assigning a dedicated vehicle will be the most fiscally and efficient means to achieve seamless community operations while ensuring timely enforcement of town codes and ordinances.

Additionally, this vehicle will be equipped with an already acquired Town of Swanzey Code Enforcement door decal and a mobile printer that will further improve operational efficiency by allowing the officer to print permits, receipts, and other related documents on-site. This capability will reduce unnecessary trips back and forth between inspection sites and Town Hall, lowering fuel costs and mailing expenses while expediting service for residents and businesses.

This proposal has been presented to, and is supported by, the Chief of Police. Currently the proposed vehicle available for reassignment will need mechanical repair of the transmission and transfer of registration in total estimated at $750.00.

This investment in resources will enhance the effectiveness of code enforcement operations and improve community compliance and satisfaction. I appreciate your consideration of this request and am available for further discussion if needed.

Respectfully Submitted,

Chris Levy
Swanzey Code Enforcement Officer