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

April 2, 2025

1. Call to Order – 5:30 pm
   Join Zoom meeting at https://us02web.zoom.us/j/2353704380, Meeting ID: 235 370 4380
   Dial +1-929-205-6099

2. Pledge of Allegiance

3. Consent Agenda
   A. Payroll Manifest
   B. Payables Manifest
   C. Special Event Permit #2025-05—Old Homestead Garden Club Plant Sale, 09-13-25 – Page 8
   D. Special Event Permit #2025-06—Keene Sentinel Elf's Autumn Festival, 05-10-25 – Page 9
   E. Timber Tax Warrant – Operation #24-441-08-T – Page 11
   F. Notice of Intent to Cut – M106/L59 & 60 – Pasture Road – Page 13
   G. Notice of Intent to Cut – M106/L62 – Pasture Road – Page 14
   H. Notice of Intent to Cut – M233/L9 – Christian Hill Road – Page 15
   I. Abatement #2025-09 – M209/L5/0/BG0/1 – Page 16
   J. Permanent Application for Property Tax Credits/Exemptions – M242/L55/0/MH0-74 – Page 17
   K. Authorization for Assistant Town Planner to sign certain grant related documents – Page 18
   L. Authorization for Town Administrator to sign close out letter re: SFRF Funds Awardee Monitoring Results for: MPU22-102
   M. Personnel Action Reports

4. Public Input

5. Appointments

6. Consideration of New Business
   A. Swanzey Lake - Lake Host Program Payment – Page 19
   B. Agreement with Pilgrim Pines – Page 20

   C. Discussion of name change for Town street
   D. Discussion of joint meeting for the Planning Board, Zoning Board, and Board of Selectmen
   E. Selectmen goals (from onboarding workshop discussion)
   F. Authorization to award revised painting contract for Whitcomb Hall and Town Hall – Page 33

7. Consideration of Old Business
8. Administrative Update
9. Correspondence
10. Public Input
11. Possible non-public sessions, as needed
12. Adjournment

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

MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Alex Torpey, Interim Town Administrator

RE: April 2, 2025 Agenda

DATE: April 1st, 2025

CC:

1. **Call to Order – 5:30 pm**

2. **Pledge of Allegiance**

3. **Consent Agenda**
   A. Payroll Manifest
   B. Payables Manifest
   C. Special Event Permit #2025-05—Old Homestead Garden Club Plant Sale, 09-13-25
   D. Special Event Permit #2025-06—Keene Sentinel Elf's Autumn Festival, 05-10-25
   E. Timber Tax Warrant – Operation #24-441-08-T
   F. Notice of Intent to Cut – M106/L59 & 60 – Pasture Road
   G. Notice of Intent to Cut – M106/L62 – Pasture Road
   H. Notice of Intent to Cut – M233/L9 – Christian Hill Road
   I. Abatement #2025-09 – M209/L5/0/BG0/1
   J. Permanent Application for Property Tax Credits/Exemptions – M242/L55/0/MH0-74
   K. Authorization for Assistant Town Planner to sign certain grant related documents
   L. Authorization for Town Administrator to sign close out letter re: SFRF Funds Awardee Monitoring Results for: MPU22-102
   M. Personnel Action Reports

4. **Public Input**

5. **Appointments**

6. **Consideration of New Business**
   A. Swanzey Lake - Lake Host Program Payment

   B. **Agreement with Pilgrim Pines**. This is a ten-year extension to the existing agreement, rewritten and organized. It has a flat fee PILOT with a 2% escalator built-in that was discussed by Pilgrim Pines and the BOS. Full agreement, original agreement, amendment, and payment schedule attached.

   SUGGESTED MOTION: I move to approve the agreement with the East Coast Conference of the Evangelical Covenant Church of American, Inc for ten-years as provided.

C. Discussion of name change for Town street

D. Discussion of joint meeting for the Planning Board, Zoning Board, and Board of Selectmen

E. Selectmen goals (from onboarding workshop discussion)

F. Authorization to award revised painting contract for Whitcomb Hall and Town Hall

SUGGESTED MOTION: I move to authorize the Interim Town Administrator to work with Public Works to execute any and all necessary approvals award a repainting contract based on the issued RFP with a revised proposal (attached) from CM Minkler for a total of $40,000 based on updated quotes for Whitcomb Hall and Town Hall out of donated funds, and Town Hall and Whitcomb Hall expendable trust funds as needed.

7. **Administrative Update**
8. **Correspondence**
9. **Public Input**
10. **Possible non-public sessions, as needed**
11. **Adjournment**

UPCOMING AGENDA ITEMS AND MEETINGS

4/2 – Board of Selectmen meeting
4/9 – Board of Selectmen meeting
- SW Regional Planning

4/16 - Board of Selectmen meeting
- TIF Advisory Board formation discussion

4-26 - Board of Selectmen meeting

PENDING BOARD MATTERS / PROJECTS

-
- NEW TIF Advisory Board
  - We'll have an update for the 16th meeting
- NEW Board/Committee member terms
  - We are working to create an update to all of the Board/committee members and their associated terms, both used to internally track and ensure everyone's term of office is up

to date, update the website, and as a platform for soliciting volunteers when there are vacancies.

- 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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EVENT PERMIT – #2025-05

Old Homestead Garden Club

The above named is hereby licensed and authorized by the Swanzey Board of Selectman to conduct:

An Event Known As: Old Homestead Garden Club Plant Sale

To Be Held At: Golden Rod Grange Grounds, Route 32

On the date of: May 10, 2025

Expected attendance: 100 +/-

Contact Person: Lillian Cherichella

This permit is valid only for the above-named event to be held on the above date(s) and is subject to the specific requirements, restrictions, and/or conditions attached (if any).

_____

_____

_____

Swanzey Board of Selectmen

Date: _____

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EVENT PERMIT – #2025-06

Keene Sentinel

The above named is hereby licensed and authorized by the Swanzey Board of Selectman to conduct:

An Event Known As: Elf's Autumn Festival

To Be Held At: Cheshire Fairgrounds, 247 Monadnock Highway

On the date of: September 13, 2025

Expected attendance: 1,000

Contact Person: Allison Gibbons

This permit is valid only for the above-named event to be held on the above date(s) and is subject to the specific requirements, restrictions, and/or conditions attached (if any).

_____

_____

_____
Swanzey Board of Selectmen

Date: _____

PLEASE SEE REVERSE FOR CONDITIONS

CONDITIONS FOR KEENE SENTINEL'S PERMIT #2025-06
ELF'S AUTUMN FESTIVAL

- **Two-person EMS Coverage**
- **Vendor Inpections**
- **Tent Inspections**

Form PA-9

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 202X to March 31, 202X

TOWN / CITY OF: Swanzey
COUNTY OF: Cheshire
DATE OF BILLING: April 2, 2025

SEND SIGNED COPY TO:

NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
PO BOX 487
CONCORD, NH 03302-0487
or E-mail to timber@dra.nh.gov

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

# 1	# 4	# 5	# 6	#6	#7		# 8	# 9	# 10
OWNER(S)	**SPECIES**	**NUMBER OF BOARD FEET (In Thousands)**	**NUMBER OF TONS**	**NUMBER OF CORDS**	**STUMPAGE VALUE**		**TOTAL ASSESSED VALUE**	**TAX AT 10 %**	
O'Brien, Timothy Wayne	WHITE PINE					$90.00			
377 Middletown Rd	HEMLOCK	1.400				$20.00	$28.00	$2.80	**Subtotal of TAXES on this operation (Col. #9)**
Roxbury, NH 03431	RED PINE					$20.00			
	SPRUCE & FIR					$65.00			
# 2	HARD MAPLE					$150.00			
DESIGNATED ON NOTICE OF INTENT TO CUT	WHITE BIRCH					$50.00			**$177.88**
	YELLOW BIRCH					$100.00			
	OAK	11.600				$150.00	$1,740.00	$174.00	
TAX MAP & LOT #	ASH					$100.00			**Less bond or amount previously paid, *if applicable***
	SOFT MAPLE	0.180				$60.00	$10.80	$1.08	
240/30	BEECH/PALLET/TIE LOGS					$20.00			
	PINE BOX / PALLET					$5.00			
	OTHER:								
	OTHER:								
# 3	OTHER:								
OPERATION NUMBER					**TONS**	**CORDS**			
	SPRUCE & FIR				$ -				**Total Amount Due**
24-441-08-T	HARDWOOD & ASPEN				$ 1.00				
	PINE				$ -				
	HEMLOCK				$ -				**$177.88**
ACCOUNT OR SERIAL #:	BIOMASS CHIPS				$ -				
	HIGH GRADE SPRUCE				$ 15.00				
	CORDWOOD					$ 10.00			
							$1,778.80	**$177.88**	

ORIGINAL WARRANT
YIELD TAX LEVY

THE STATE OF NEW HAMPSHIRE

COUNTY OF: **Cheshire**

TO: ***Kevin Westcott*** , Collector of Taxes for Town of: Swanzey , in said County.

In the name of said State, you are hereby directed to collect on or before thirty (30) days from the date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the yield tax due, below, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as

Given under our hands and seal at ***Swanzey***, NH

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

Selectman/Assessor Date

DATE OF BILLING: April 2, 2025

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
O'Brien, Timothy Wayne 377 Middletown Rd Roxbury, NH 03431	**240/30**	**24-441-08-T**	**$177.88**
DATE YIELD TAX DUE:	**May 2, 2025**	**TOTAL YIELD TAX:**	**$177.88**

FORM **PA-7**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RECEIVED
MAR 26 2025
TOWN OF SWANZEY

(Assigned by Municipality)
YR TOWN OP# — T

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

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.
   MAP 106 LOTS 59 & 60
3. Intent Type: Original [X] Supplemental [ ] _____ (Original Intent Number)
4. Name of Access Road: PASTURE ROAD
5a. Acreage of Lot: 6 Acreage of Cut: 5
5b. Anticipated Start Date: 05 / 01 / 2025
6. Type of ownership (check only one):
   a. Owner of Land and Stumpage (Sole Owner) [ ]
   b. Owner of Land and Stumpage (Joint Tenants) [ ]
   c. Owner of Land and Stumpage (Tenants in Common) [X]
   d. Previous owner retaining deeded timber rights [ ]
   e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [ ]

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

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.

X _____ 3/19/25
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

FRANK AND LINDA UNDERWOOD TRUSTEES
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

X Linda Underwood 3-19-25
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

FRANK G UNDERWOOD LIVING REVOCABLE TRUST
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

21 KEAY ROAD
MAILING ADDRESS

BERWICK | ME | 03901
CITY OR TOWN | STATE | ZIPCODE

LINDAFRANK4@COMCAST.NET
E-MAIL ADDRESS

HOME PHONE (Enter number without dashes) | 6034751575 CELL PHONE (Enter number without dashes)

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	25 MBF
Hemlock	MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	5 MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	30
Hemlock	
Biomass Chips	
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	10 Cords

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

Species	Amount

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

_____ 3/27/26
SIGNATURE OF PERSON RESPONSIBLE FOR CUT DATE

CHARLES KOCH
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

40 RIDGECREST ROAD
MAILING ADDRESS

JAFFEY | NH | 03452
CITY OR TOWN | STATE | ZIPCODE

6038015933 | CHASKOCH@COMCAST.NET
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: 3/27/25
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

FORM **PA-7**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO CUT WOOD OR TIMBER

RECEIVED MAR 26 2025 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.
   MAP 106 LOT 62
3. Intent Type: Original [X] Supplemental [ ] _____ (Original Intent Number)
4. Name of Access Road: PASTURE ROAD
5a. Acreage of Lot: 3 Acreage of Cut: 3
5b. Anticipated Start Date: 05 / 01 / 2025
6. Type of ownership (check only one):
   a. Owner of Land and Stumpage (Sole Owner) [ ]
   b. Owner of Land and Stumpage (Joint Tenants) [ ]
   c. Owner of Land and Stumpage (Tenants in Common) [X]
   d. Previous owner retaining deeded timber rights [ ]
   e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [ ]

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER [ ] OR LOGGER / FORESTER [X]
BY MAIL [ ] OR E-MAIL [X]

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.

X _____ 3/27/25
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

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

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

KATHERINE SNOW 2016 REVOCABLE TRUST
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

54 WEST SURRY ROAD
MAILING ADDRESS

KEENE | NH | 03431
CITY OR TOWN | STATE | ZIPCODE

E-MAIL ADDRESS

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	15 MBF
Hemlock	MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	5 MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	30
Hemlock	
Biomass Chips	
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	5 Cords

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

Species	Amount:

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

_____ 3/27/25
SIGNATURE OF PERSON RESPONSIBLE FOR CUT DATE

CHARLES KOCH
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

40 RIDGECREST ROAD
MAILING ADDRESS

JAFFEY | NH | 03452
CITY OR TOWN | STATE | ZIPCODE

5038015933 | CHASKOCH@COMCAST.NET
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: 3/27/25
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.

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

RECEIVED
MAR 31 2025
TOWN OF SWANZEY

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)
YR TOWN OP# — T

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

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.
   233/9
3. Intent Type: Original (X) Supplemental ( ) _____ (Original Intent Number)
4. Name of Access Road: Christian Hill rd.
5a. Acreage of Lot: 5.5 Acreage of Cut: 1.2
5b. Anticipated Start Date: ~~2-1-2025~~ 4-1-25 per Mr. Amadio.
6. Type of ownership (check only one):
   a. Owner of Land and Stumpage (Sole Owner) ( )
   b. Owner of Land and Stumpage (Joint Tenants) ( )
   c. Owner of Land and Stumpage (Tenants in Common) (✓)
   d. Previous owner retaining deeded timber rights ( )
   e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ( )

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

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

Joan Delgizzi — 1/25/25
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED
Joan Del Gizzi and Samantha Dutra
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
01/29/2025
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) — DATE SIGNED

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
MAILING ADDRESS
166 Christian Hill Rd, Swanzey | NH | 03446
CITY OR TOWN | STATE | ZIPCODE
E-MAIL ADDRESS
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	7 MBF
Hemlock	5 ~~7~~ MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	MBF
Other (Specify)	MBF
Pulpwood	**Tons**
Spruce & Fir	
Hardwood & Aspen	
Pine	
Hemlock	
Biomass Chips	
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.
   Species: White Pine / Hemlock Amount: 12
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.

01/25/25
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT — DATE
Vitor Amadio 1/25/2025
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT
8 Lark Dr
MAILING ADDRESS
Hudson | Ma | 017&9
CITY OR TOWN | STATE | ZIPCODE
9786484967 | amadioexcavation@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: 3/31/25
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

Town of Swanzey, NH ABATEMENT# 2025-09

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

To the Collector of Taxes:

By vote of the Board of Selectmen upon the application of
Murdough, Wray 209/5/0/BG0/1
Property owner name(s) Map/Lot

We have abated the amount of $ 497.47

Cause of abatement: To refund a portion of 2024 second issue tax bill – 2024 abatement application was approved.

Per order, _____

_____

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

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			24,000
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	40,000	⊗	○	
☐ 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

3/24/25 Application reviewed by Assessor.

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

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.SWANZEYNH.GOV

MEMORANDUM - OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

TO: Board of Selectmen

FROM: Stephon Mehu, Assistant Town Planner

RE: Authorization for Grant Management

DATE: March 28, 2025

CC: Alex Torpey, Interim Town Administrator; Meagan Kerris, HR Coordinator

The Department of Planning and Economic Development continues to manage a myriad of grants from state, federal, and not for profit entities. Many of these grants are ready to be closed out, require extensions, or ongoing progress reports.

Authorization to sign and submit documents for the following is requested:

Closeouts
Land And Water Conservation Fund Grant 2019 [$93,913.82]
DEMO22-101 60 Summer St [$128,925.36]
DEMO22-112 Swanzey Gardens [$130,000]
MAST 2023 [$75,000]
Stormwater Asset Management 2023 [$17,864]
DEMO22-113 Homestead Mill [$334,960]

Reporting
DEMO22-166 Plane View Senior Housing [$43,850]
MAST 2024 [$51,250]
Recreational Trail Program 2025 [$80,000]
DEMO22-166 Plane View Senior Housing [$43,850]

Extension
DEMO22-166 Plane View Senior Housing [$43,850]

March 25, 2025

182 East Shore Road
Swanzey, NH 03446

Selectmen
Town of Swanzey
Swanzey, NH 03446

Dear Selectmen,

The Swanzey Lake Protective Association will be participating in the Lake Host program run by New Hampshire Lakes again this year. Several of the past years we have had a "save" – a boat carrying an invasive species that we were able to remove before the boat put in to the lake. The inspections we do are very important!

We thank you for your financial help in the past and we appreciate that your intention is to keep supporting this program. Without your support we would only be able to staff very limited hours at the ramp. I understand that $3,000.00 has been set aside for it. A check should be made out to NHLAKES Lake Host Program and mailed to NHLAKES at 17 Chenell Drive, Suite One in Concord, NH 03301.

Thank you very much.

Nancy Karlson

Nancy Karlson
Lake Host Coordinator
Swanzey Lake Protective association

357-1472
nkarlson61@gmail.com

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This Amended and Restated Settlement Agreement ("this Agreement") is entered into as of _____, 2025, between The Eastern Conference of the Evangelical Church of America, Inc. ("ECC"), a New Hampshire voluntary corporation, and the Town of Swanzey, New Hampshire, a municipal corporation (the "Town").

RECITALS

The parties entered into a Settlement Agreement (the "Original Agreement") in 2004 to settle litigation brought by ECC challenging the Town's denial of ECC's claims for tax exemption for real estate owned by ECC (the "Real Estate"). A copy of the Original Agreement is attached as Exhibit A.

The Original Agreement established agreed-upon assessments for the Real Estate for tax years 2000 through 2003 and a formula for determining assessments for tax years 2004 through 2013. The Original Agreement was scheduled to expire at the end of the 2013 tax year.

In 2013 the parties entered into a First Amendment to Settlement Agreement (the "First Amendment"). The First Amendment extended the Settlement Agreement to the end of the 2023 tax year and established a formula for determining assessments for the Real Estate for tax years 2014 through 2023. A copy of the First Amendment is attached as Exhibit B.

To continue to avoid litigation and settle any potential disputes concerning the qualification for tax exemption for the Real Estate for tax years after 2023, the parties desire to further amend and restate the Original Agreement to extend the expiration date and establish assessments during the term of the extension.

AGREEMENT

In consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Prior Agreements Superseded. The Original Agreement and the First Amendment are merged into and superseded by this Agreement. The parties agree that all obligations under the Original Agreement and the First Amendment have been performed, and all future obligations are contained in this Agreement.

2. Tax Payments for 2024 through 2033. For tax years 2024 through 2033, the tax payments for the Real Estate shall be as set forth in the table in Exhibit C.

3. Expiration of this Agreement. This Agreement will expire at the end of the 2033 tax year; provided, however, that this Agreement may be terminated earlier by either party in the event of any of the following:

A. Agreement of the parties in writing to terminate.

B. Transfer of title to the Real Estate by ECC, voluntarily or involuntarily. In the event that title to part of the Real Estate is transferred, this Agreement will terminate as to the portion transferred, and ECC's tax payments shown in Exhibit C will be reduced by a percentage equal to the percentage of the Real Estate's assessed value represented by the portion transferred.

C. Changes in the corporate purposes of ECC that make the Real Estate ineligible for charitable exemption.

D. Changes in the use of the Real Estate that make the Real Estate ineligible for charitable exemption.

E. Substantial change in New Hampshire law relating to the taxability of the Real Estate (*e.g.*, by amendment to New Hampshire charitable exemption laws or judicial interpretation of New Hampshire laws relating to the taxability of the Real Estate).

In the event either party intends to terminate this Agreement without the consent of the other party (pursuant to subparagraphs B-E above), thirty (30) days' advance notification of intent to terminate this Agreement will be given to the other party. In the event of a dispute regarding the right of a party to terminate this Agreement, either party may petition the Cheshire County Superior Court.

4. The Town retains the right to annually set and adjust gross assessments on the Real Estate in the same manner as for other real estate in the Town. ECC retains the right to challenge gross assessments on the property in accordance with New Hampshire law (including under RSA 76:16 *et seq.*). The Town shall not adjust gross assessments on the Real Estate except (1) with respect to modifications to the Real Estate; (2) as part of a town-wide reassessment or adjustment; or (3) as part of a reassessment or adjustment of other like classifications of property. Except in the case of a reassessment due to modifications to the Real Estate, no change in assessment will affect the amount of any tax payment due for the tax year as set forth on Exhibit C.

5. This Agreement does not affect the obligation of ECC to pay taxes assessed pursuant to this Agreement, and this Agreement does not affect the application of provisions of RSA chapters 76 and 80 relating to billing of real estate taxes, due dates, interest on unpaid taxes, and other remedies of the Town arising from nonpayment of real estate taxes.

6. This Agreement does not affect the obligation of ECC to make annual filings of so-called A-9 and A-12 reports to the Town pursuant to RSA 72:23-c and RSA 72:23, VI.

7. This Agreement does not affect the obligation of ECC relative to the annual inventory filing requirement for its Real Estate pursuant to RSA 74:1 *et seq*. Failure of ECC to comply with inventory filing requirements shall not be a basis to terminate this Agreement, but in such event the provisions of RSA 74:7-a shall apply to any appeal by ECC of gross assessments.

8. This Agreement is not assignable by ECC.

9. The parties acknowledge that this Agreement is entered into in consideration of the settlement of litigation between the parties regarding the stated past, present, and future taxes on

the Real Estate. ECC acknowledges that signing this Agreement is not an admission by the Town that the Real Estate is exempt from taxation, and the Town acknowledges that signing this Agreement is not an admission by ECC that the Real Estate is taxable. Further, the parties agree that this Agreement, and actions taken pursuant to this Agreement, shall not be used against the other party in the future except to resolve a dispute over enforcement of this Agreement. In the event of termination of this Agreement for any reason, the Town is free to tax a portion or all of the Real Estate, and ECC is free to seek exemption from taxation for a portion or all of the Real Estate. In either case, neither party shall use this Agreement (and the effect of exemption or non-exemption of the Real Estate under this Agreement) as evidence of its entitlement or lack of entitlement to exemption from taxation in any future dispute or litigation, and no claim of *res judicata,* collateral estoppel, or issue preclusion shall be raised by either party in future disputes or litigation regarding the taxability of the Real Estate.

10. This Agreement constitutes the entire agreement between the parties, and all prior understandings, agreements, and representations are merged herein.

The East Coast Conference of the Evangelical Covenant Church of America, Inc.

By: _____
(Signature)
Print name:
Title:

Date: _____

Town of Swanzey
By its Board of Selectmen

_____
W. William Hutwelker, III
Date: _____

_____
James Tempesta
Date: _____

_____
Mark LaBelle
Date: _____

Exhibit A – First Amendment to Settlement Agreement
Exhibit B – Original Settlement Agreement
Exhibit C – Tax Payment Schedule for Tax Years 2024-2033

(A)

STATE OF NEW HAMPSHIRE
CHESHIRE, SS.SUPERIOR COURT

Docket #s 01-E-0093 and
03-E–0109

The East Coast Conference of the Evangelical
Covenant Church of America, Inc.

v.

Town of Swanzey

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment (the "Amended Agreement") to the Settlement Agreement entered into by and between The East Coast Conference of the Evangelical Covenant Church of America, Inc. ("ECC"), a New Hampshire voluntary corporation, and the Town of Swanzey, a municipal corporation duly organized and existing under the laws of the State of New Hampshire, with an address of P. O. Box 10009, Swanzey, New Hampshire 03446 (the "Town").

1. ECC and Town entered into a Settlement Agreement in June 2004 to settle litigation brought by ECC challenging the Town's denial of ECC's claims for tax exemption for real estate owned by ECC in the Town (the "Settlement Agreement"). The Settlement Agreement provides that it will expire at the end of the 2013 tax year.

2. A true copy of the Settlement Agreement is attached hereto as Exhibit A.

3. In order to avoid litigation and to settle disputes concerning the qualification for tax exemption for ECC's property in the Town for tax years after 2013, the parties have agreed to amend the Settlement Agreement to extend the expiration date an additional ten years from the present date identified in paragraph 4 of the Settlement Agreement as "the end of the 2013 tax year[.]"

4. ECC and the Town agree:

    a. That the Settlement Agreement is hereby amended, such that paragraph 3 of the Settlement Agreement is deleted and replaced with the following text:

"3. *Assessments for 2014-2023*. For the tax years 2014 through expiration or termination of this Amended Agreement, annual taxable assessments for the Real Estate will be determined as follows. The Town will annually establish gross tax assessments on the Real Estate pursuant to RSA 75:1. The Town will then adjust the gross

assessment for each parcel of Real Estate by applying the same taxable percentage shown in the "Percent Taxable Gross Assessment" column on Exhibit A of the Settlement Agreement, applicable to that parcel[1] to arrive at a "Taxable Gross Assessment" for each parcel. The Town will then multiply the sum of all Taxable Gross Assessments by 66% to arrive at the actual taxable assessment for each parcel, on which annual taxes for the Real Estate will be based and billed."

b. That the Settlement Agreement is hereby amended, such that the first three lines of paragraph 4 of the Settlement Agreement are deleted and replaced with the following text:

> "4. *Expiration of this Agreement.* This Amended Agreement shall expire at the end of the 2023 tax year; provided, however, that this Amended Agreement may be terminated earlier by either party in the event of any of the following:"

c. In all other respects, the Settlement Agreement's terms shall remain in full force and effect.

The East Coast Conference of the Evangelical Covenant Church of America, Inc.

By: Howard K Burgoyne
(Signature)
Print Name: Howard K. Burgoyne
Title: Superintendent/CEO

Date: December 17, 2014

By: Robert Messore
(Signature)
Print Name: Robert Messore
Title: Chair, Board of Directors

Date: December 20, 2014

[1] In the event of modifications (in the form of physical changes) to a particular parcel listed on Exhibit A, the parties shall agree to an appropriate taxable percentage to such modification, based upon the exempt and taxable uses of the Real Estate as established in this Agreement. Failing agreement, either party may make application to the Court for a determination of the appropriate taxable percentage.

Kenneth P. Colby, Jr., Chair
Date: 12/30/14

Deborah J. Davis

Date: 12/30/14

W. William Hutwelker, III

Date: 12/30/14

S:\Active Clients\East Coast Conference\Real Estate Taxes\2014-9-16 Amended Settlement Agreement.doc

STATE OF NEW HAMPSHIRE

CHESHIRE, SS.SUPERIOR COURT

Docket #s 01-E-0093 and
03-E-0109

The East Coast Conference of the Evangelical
Covenant Church of America, Inc.

v.

Town of Swanzey

SETTLEMENT AGREEMENT

Settlement Agreement entered into by and between The East Coast Conference of the Evangelical Covenant Church of America, Inc. ("ECC"), a New Hampshire voluntary corporation, and the Town of Swanzey, a municipal corporation duly organized and existing under the laws of the State of New Hampshire, with an address of P. O. Box 10009, Swanzey, New Hampshire 03446 (the "Town").

1. *Background.* This litigation involves appeals for the tax years 2000 forward by ECC of denials by the Town for claims of exemption from tax for real estate owned by ECC in the Town. The real estate of ECC subject to this agreement is identified on Exhibit A attached hereto (referred to collectively herein as the "Real Estate"). For the tax years 2000-2003, the Town's present gross tax assessments, the Town's present taxable portion of the gross assessments, and the percentage of the present taxable portion to the present gross assessment are shown on Exhibit A. The Town's determination of the present taxable portion is based upon the Town's analysis of the decision of the New Hampshire Supreme Court in *East Coast Conference v. Swanzey*, 146 N.H. 658 (2001). In the present litigation, ECC again claims entitlement to full exemption of the Real Estate from taxes. By this agreement, the parties intend to resolve the present litigation, and agree to revised assessments ("Revised Assessments") for the Real Estate on the terms and conditions set forth herein.

2. *Revised Assessment and tax liability on the Real Estate for 2000-2003; refunds for 2000-2003.* For the years 2000-2003, the Revised Assessments for the Real Estate are as follows:

A. For the tax year 2000, the Revised Assessment will be 90% of the total taxable assessment ($2,054,353) as shown on the tax bills on the Real Estate. Thus, the Revised Assessment for 2000 will be $1,848,918.

B. For the tax year 2001, the Revised Assessment will be 85% of the total present taxable assessment ($2,265,021.) as shown on the tax bills on the Real Estate. Thus, the Revised Assessment for 2001 will be $1,925,268.

C. For the tax year 2002, the Revised Assessment will be 80% of the total present taxable assessment ($2,383,573.) as shown on the tax bills on the Real Estate. Thus, the Revised Assessment for 2002 will be $1,906,858.

D. For the tax year 2003, the Revised Assessment will be 75% of the total present taxable assessment ($2,383,573.) as shown on the tax bills on the Real Estate. Thus, the Revised Assessment for 2003 will be $1,787,680.

Based upon the Revised Assessments, the Town will issue to ECC refund checks for overpayment of taxes paid for the tax years 2000-2003, with interest at 6% *per annum* from the date of overpayment. Refunds shall be issued within 30 days of the effective date of this agreement.

3. *Assessments for 2004 - 2013.* For the tax years 2004 through expiration or termination of this agreement, annual taxable assessments for the Real Estate will be determined as follows. The Town will annually establish gross tax assessments on the Real Estate pursuant to RSA 75:1. The Town will then adjust the gross assessment for each parcel of Real Estate by applying the same taxable percentage shown for the 2003 tax year on Exhibit A (in the "Percent taxable") column, applicable to that parcel.[1] The Town will then multiply the sum of all taxable assessments by 66% to arrive at the actual taxable assessment on which annual taxes for the Real Estate will be billed.

4. *Expiration of this Agreement.* This agreement shall expire at the end of the 2013 tax year ; provided, however, that this agreement may be terminated earlier by either party in the event of any of the following:

A. Agreement of the parties in writing to terminate.

B. Title to all of the Real Estate is transferred by ECC, voluntarily or involuntarily. In the event title to part of the Real Estate is transferred by ECC, voluntarily or involuntarily, this agreement shall terminate as to the portion transferred.

C. Changes in the corporate purposes of ECC that makes the Real Estate ineligible for charitable exemption.

---

[1] In the event of modifications (in the form of physical changes) to a particular parcel listed on Exhibit A, the parties shall agree to an appropriate taxable percentage to such modification, based upon the exempt and taxable uses of the Real Estate as established in this Agreement. Failing agreement, either party may make application to the Court for a determination of the appropriate taxable percentage.

D. Changes in the use of the Real Estate by ECC that makes the Real Estate ineligible for charitable exemption.

E. Substantial change in New Hampshire law relating to the taxability of the Real Estate (e.g. by amendment to NH charitable exemption laws or judicial interpretation of New Hampshire laws relating to the taxability of the Real Estate).

In the event either party intends to terminate the agreement without the consent of the other party (pursuant to subparagraphs b-e, above), thirty (30) days advance notification of intent to terminate this agreement shall be given to the other party. In the event of a dispute regarding the right of a party to terminate this agreement, either party may petition the Cheshire County Superior Court.

5. The Town retains the right to annually set and adjust gross assessments on the Real Estate in the same manner as for other real estate in the Town. ECC retains the right to challenge gross assessments on the property in accordance with New Hampshire law (including under RSA 76:16, *et seq.*). The Town shall not adjust gross assessments on the Real Estate except (1) with respect to modifications to the Real Estate; (2) as part of a town-wide reassessment or adjustment; or (3) as part of a reassessment or adjustment of other like classifications of property.

6. This agreement does not affect the obligation of ECC to pay taxes assessed pursuant to this agreement, and this agreement does not affect the application of provisions of RSA Chapters 76 and 80 relating to billing of real estate taxes, due dates, interest on unpaid taxes, and other remedies of the Town arising from nonpayment of real estate taxes.

7. This agreement does not affect the obligation of ECC to make annual filing requirements of so-called A-9 and A-12 reports to the Town, pursuant to RSA 72:23-c and RSA 72:23,VI.

8. This agreement does not affect the obligation of ECC relative to the annual inventory filing requirement for its Real Estate, pursuant to RSA 74:1, *et seq.* Failure of ECC to comply with inventory filing requirements shall not be a basis to terminate this agreement, but in such event the provisions of RSA 74:7-a, shall apply to any appeal by ECC of gross assessments.

9. This agreement is not assignable by ECC.

10. The parties acknowledge that this agreement is entered into in consideration of the settlement of pending litigation between the parties regarding the stated past, present and future taxes on the Real Estate. ECC acknowledges that signing this agreement is not an admission by the Town that the Real Estate is exempt from taxation, and the Town acknowledges that signing this agreement is not an admission by ECC that the Real Estate is taxable. Further, the parties agree that this agreement, and actions taken pursuant to the agreement, shall not be used against the other party in the future except to resolve a dispute over enforcement of this agreement. In the event of termination of this agreement for any reason, the

Town is free to tax a portion or all of the Real Estate, and ECC is free to seek exemption from taxation for a portion or all of the Real Estate. In either case, neither party shall use this agreement (and the effect of exemption or non-exemption of the Real Estate under this agreement) as evidence of its entitlement or lack of entitlement to exemption from taxation in any future dispute or litigation, and no claim of *res judicata*, collateral estoppel, or issue preclusion shall be raised by either party in future disputes or litigation regarding the taxability of the Real Estate.

11. This Agreement constitutes the entire agreement between the parties, and all prior understandings, agreements and representations are merged herein.

12. The parties shall file "neither party" docket markings to close the docket on the pending litigation. The Cheshire County Superior Court shall retain jurisdiction over any disputes during the term of this agreement.

Evangelical

The East Coast Conference of the

Covenant Church of America, Inc.

By: Richard H. Anderson
(Signature)
Print Name: Richard H. Anderson
Title: Chair, East Coast Conference
Date: June 3, 2004

Town of Swanzey
By its Board of Selectmen

Robert A. Beauregard
Robert A. Beauregard
Date: 6-16-04

Francis W. Faulkner Jr.
Francis W. Faulkner, Jr.
Date: 16 JUN 04

Deborah J. Davis
Deborah J. Davis
Date: 6-16-04

EXHIBIT A

East Coast Conference (Pilgrim Pines/Camp Squanto)								4/22/04
Tax Year 2001, 2002 & 2003								
	Gross Assessment						% Taxable	
	Land	Buildings	Exempt Land	Exempt Bldg	Taxable Land	Taxable Bldg	Gross Assessment	Notes
Tax Map 46 Lot 20								
Card 1	394,300	401,900	77,652	5,123	316,648	396,777	90%	25% of MF office portion/barn+2 ac exempt
Card 2	100	35,300			100	35,300	100%	Gleason
Card 3	100	20,000			100	20,000	100%	Hillhouse
Card 4	100	12,300			100	12,300	100%	Hillside 1
Card 5	100	21,400			100	21,400	100%	Hillside 2A & B
Card 6	100	24,100			100	24,100	100%	Hillside 3A & B
Card 7	100	338,600			100	338,600	100%	Campground & Cabins/Plymouth Complex
Card 8	100	102,900			100	102,900	100%	Plymouth Complex
Card 9	100	66,900			100	66,900	100%	Plymouth Complex
Card 10	100	70,400			100	70,400	100%	Meeting House
Card 11	40,900	238,000	40,900	238,000	-	-	0%	Chapel and 1 acre exempt
Card 12	100	17,500			100	17,500	100%	Dorm rear of Main Bldg
Card 13	100	126,500		31,625	100	94,875	75%	25% Maintenance Bldg exempt
Tax Map 46 Lot 2		East side of Waterfront						
Card 1	59,000	-		-	59,000		100%	Vacant land
Tax Map 47 Lot 2		Christian Hill Road						
Card 1	19,300	-		-	19,300		100%	vacant land
Tax Map 46 Lot 3		Waterfront						
Card 1	642,000	26,500			642,000	26,500	100%	Waterfront/Store & Courts
Card 2	100	7,700			100	7,700	100%	Snack bar
Card 3	100	17,400			100	17,400	100%	Lakeview 1
Card 4	100	22,400			100	22,400	100%	Lakeview 2
Card 5	100	20,500			100	20,500	100%	Lakeside 3
Card 6	100	27,500			100	27,500	100%	Lakeside 4
Card 7	100	72,700			100	72,700	100%	Lakeside 5
Card 8	100	20,900			100	20,900	100%	Lakeside 6
Card 9	100	14,400			100	14,400	100%	Lakeside 7
Tax Map 46 Lot 16		Camp Squanto -west side						
Card 1	140,000	196,400	140,000	196,400			0%	
Card 2	-	2,900	-	2,900			0%	
Tax Map 48 Lot 6		Camp Squanto -waterfront						
Card 1	296,600	122,700	296,600	122,700			0%	
Card 2	-	17,200	-	17,200			0%	
Card 3	100	22,900	100	22,900			0%	
Total all parcels	1,594,100	2,067,900	555,252	636,848	1,038,648	1,431,052		

RECEIVED TIME MAY. 27. 3:46PM

Year		Total
2025	$	50,000.00
2026	$	51,000.00
2027	$	52,020.00
2028	$	53,060.40
2029	$	54,121.61
2030	$	55,204.04
2031	$	56,308.12
2032	$	57,434.28
2033	$	58,582.97
2034	$	59,754.63

CM Minkler Paving & Painting, LLC
PO Box 298
Westmoreland, NH 03467
+16034147997
chrisminkler1256@gmail.com
www.thinkminkpavingandpainting.com

C.M.MINKLER
PAVING & PAINTING LLC
Think Mink

STRIPE-IT-SEAL-IT

ADDRESS
Joe Dirusso
PO Box 1009
620 Old Homestead Hwy
Swanzey, NH 03446
(603) 496-2750

Estimate 1218

DATE 03/31/2025

DESCRIPTION	QTY	RATE	AMOUNT
Whitcomb Hall_Town Hall Painting Project 2025			
Cover and protect surrounding work area, including all plants. Scrape, caulk, and prime all areas of concern. Apply one finish coat (Sherwin William or Benjamin Moore brand) to entire building. *Price does not include any siding/trim replacement. Price can be provided after pre-authorization and cost agreement.	1	40,000.00	40,000.00

Price includes all labor, materials, lifts, and equipment.
A 50% down payment is required.

SUBTOTAL 40,000.00

TOTAL **$40,000.00**

Accepted By

Accepted Date