TOWN OF SWANZEY

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

MEMORANDUM - OFFICE OF THE TOWN ADMINISTRATOR

TO: Board of Selectmen

FROM: Lori Rautiola, Town Administrator

RE: April 30, 2025, Agenda

DATE: May 14, 2025

CC: Meagen Kerris

1. **Call to Order – 5:30 pm**

2. **Pledge of Allegiance**

3. **Consideration of Meeting Minutes**
   A. Regular Meeting – 5.07.2025
   B. Nonpublic Meetings – 5.07.2025 Sessions #1, #2, #3, #4

4. **Consent Agenda**
   A. License to Sell Pistol Permits – Sam's Department Store
   B. Original Warrant Yield Tax Levy Operation # 24-441-10-T
   C. Permanent Application for Property Tax credits/Exemptions – M256L6
   D. Notice of Intent to Cut – M 237 L04, M240 L48

5. **Public Input**

6. **Appointments**
   A. Energy Commission & Good Energy – Contract Approval for Community Power

SUGGESTED MOTION: I move to authorize the Town Administrator to sign the contract for electricity supply to renew the Swanzey Community Power program.

   B. Appointment of Robert Kenney to the Golden Rod Grange Hall Advisory Committee

SUGGESTED MOTION: I move to appoint Robert Kenney to the Golden Rod Grange Hall Advisory Committee.

   C. Appointment of Maureen Conboy to the Stratton Library Board of Trustees -Alternate Trustee

SUGGESTED MOTION: I move to appoint Maureen Conboy as an Alternate Member to the Stratton Library Board of Trustees.

7. **Consideration of New Business**
   A. Approval and Authorization of the Department of Natural and Cultural Resources

SUGGESTED MOTION: I move to accept the grant agreement for the State of NH Department of Natural and Cultural Resources- Division of Parks & Recreation Bureau of Trails and to allow the Town Administrator to sign the agreement and Certificate of Authority.

   B. Announcement of the Runway 5K and Open House at Airport- May 18th 9 a.m.
   C. Donation from Swanzey Lake Association – Memorial bench – DPW Director, Joe DiRusso

SUGGESTED MOTION: Pursuant to RSA 31:95e, I move to accept a donation (bench as described) from the Swanzey Lake Association.

8. **Consideration of Old Business**
   A. Formation/establishment of a Public Water Study Committee -W. Swanzey Water Company

SUGGESTED MOTION: I move to establish a Public Water Study Committee to research the purchasing and improvements to the W. Swanzey Water Company.

   B. Formation/establishment of a **Governance Committee** and TIF Advisory Committee (TIF already established- need members)

SUGGESTED MOTION: To improve transparency, efficiency, and communication within the Town of Swanzey's governance structure, I move that the Town establish an Advisory Governance Committee to study and formulate recommendations in areas including but not limited to:

- ***Board of Selectmen organization, process and rules.***
- ***Town budget process and presentation***
- ***Overall Governance Structure***
- ***Comprehensive planning process***

9. **Administrative Update**

10. **Correspondence**

11. **Public Input**

12. **Non-public session pursuant to SA 91-A:3II as needed**

13. **Adjournment**

UPCOMING AGENDA ITEMS AND MEETINGS

5-21 - Board of Selectmen meeting
6-04 - Board of Selectmen meeting

PENDING BOARD MATTERS / PROJECTS

- SOP for Town Hall: As the Town continues along the pathway of changing how the public accesses Town Hall, and how outside visitors are able to access different parts of the building, it is important to create a clear policy that helps define process and expectations. Attached is a draft Alex wrote up for the BOS to consider that outlines the responsibilities for staff scheduling meetings, and staff checking in visitors. This should be discussed, edited as needed and then the Town Administrator should implement it.

- Board/Committee member terms

- 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
    - 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

- Town Hall Facility Fixes
    - NEW 4/23 see above policy for visitor/guest access to Town Hall. (In progress)
    - 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

- Webber Hill Road Stabilization –
  - Project is overall around ~60% done (with wall itself closer to 75% done). Expectation is completion by the summer.
- Rail Trail Improvements –
  - We received the engineering report from Hoyle Tanner on 1/30 and are currently reviewing it.
- 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.
- 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 –
  - 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

- Brown Field Improvements – Staff is working on identifying grants or other funding sources.

© GOES 748

The State of New Hampshire

Department of Safety
Division of State Police
Concord, NH 03305

LICENSE TO SELL PISTOLS AND REVOLVERS

LICENSE NO. 2025-03

A LICENSE IS HEREBY GRANTED TO Sam's Department Stores of NH Inc.
OF Swanzey IN THE COUNTY OF Cheshire
IN THE STATE OF NEW HAMPSHIRE TO SELL AT RETAIL, PISTOLS AND REVOLVERS.

THIS BUSINESS IS TO BE TRANSACTED ONLY IN THE BUILDING LOCATED AT
74 Monadnock Highway IN SAID North Swanzey,
OR AT ANY ORGANIZED SPORTING SHOW OR ARMS COLLECTORS' MEETING SPONSORED BY A CHARTERED CLUB OR ORGANIZATION.

THIS LICENSE IS ISSUED UNDER THE PROVISIONS OF CHAPTER 159, NEW HAMPSHIRE REVISED STATUTES ANNOTATED.

DATED, THIS ~~7th~~ 14th DAY OF May, YR 2025.

SELECTMEN OF TOWN OR CHIEF OF POLICE OF CITY

THIS LICENSE WILL EXPIRE ON June 1, 2028

DSSP177 (REV. 09/12)

THIS FORM PRESCRIBED BY
DIRECTOR OF THE DIVISION OF STATE POLICE
CONCORD, NH

LITHO IN U.S.A.

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: May 7, 2025

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
Brown Trust, Nancy PO Box 321 West Swanzey, NH 03469-0321	**Map 233 Lot 41**	**24-441-10-T**	**$212.27**
DATE YIELD TAX DUE:	**June 6, 2025**	**TOTAL YIELD TAX:**	**$212.27**

Form PA-9

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2024 to March 31, 2025

TOWN / CITY OF: **Swanzey**
COUNTY OF: **Cheshire**
DATE OF BILLING: **May 7, 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 %**	
Brown Trust, Nancy	WHITE PINE	14.370				$146.10	$2,099.46	$209.95	
PO Box 321	HEMLOCK	0.500				$46.40	$23.20	$2.32	**Subtotal of TAXES on this operation (Col. #9)**
West Swanzey, NH 03469-0321	RED PINE					$46.40			
	SPRUCE & FIR					$101.30			
# 2	HARD MAPLE					$232.50			
DESIGNATED ON NOTICE OF INTENT TO CUT	WHITE BIRCH					$83.00			**$212.27**
	YELLOW BIRCH					$166.00			
	OAK					$301.80			
TAX MAP & LOT #	ASH					$166.00			**Less bond or amount previously paid, *if applicable***
	SOFT MAPLE					$119.40			
Map 233 Lot 41	BEECH/PALLET/TIE LOGS					$72.80			
	PINE BOX / PALLET					$28.10			
	OTHER:								
	OTHER:								
# 3	OTHER:								
OPERATION NUMBER					**TONS**	**CORDS**			
	SPRUCE & FIR				$ 0.66				**Total Amount Due**
24-441-10-T	HARDWOOD & ASPEN				$ 2.32				
	PINE				$ 0.33				
	HEMLOCK				$ 1.65				**$212.27**
ACCOUNT OR SERIAL #:	BIOMASS CHIPS				$ 0.66				
	HIGH GRADE SPRUCE				$ 18.30				
	CORDWOOD					$ 15.28			
							$2,122.66	**$212.27**	

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 256 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)*		○	○	
☒ Tax Credit for Service-Connected Total Disability *(Standard $700; Optional $701 up to $4,000)*	4000	☒	○	
☐ Surviving Spouse Tax Credit *(Standard $700; Optional $701 up to $2,000)*		○	○	
☐ Tax Credit for Combat Service pursuant to RSA 72:28-C *($50 up to $500)*		○	○	

☒ Review Applicable Discharge Papers Form(s) DD214 & Service Connected letter

☐ 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

5/12/25 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-38

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

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

RECEIVED
APR 22 2025
TOWN OF SWANZEY

(Assigned by Municipality)

YR [ ][ ] - TOWN [ ][ ][ ] - OP# [ ][ ] - [E]

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 #: **237/4**
3. Name of Access Road: **CARLTON ROAD**
4. Total Acreage of Lot: **39**
5. Date of Permit per RSA 155-E:2; *or* *(Municipal Excavation Permit)*
6. Date of Report, *if required*, per RSA 155-E:2, I (d):
7. Permit Number per RSA 485-A:17, *if any*: **WPI-3525B** *(Alteration of Terrain Permit)*
8. Incidental Construction/155-E:2-a Exception: *Check if YES* ☐
9. Total Permitted Area (acres): **39**
10. Excavation Area (acres) as of April 1: **1**
11. Reclaimed Area (acres) as of April 1: **38**
12. Remaining Cubic Yards of Earth to Excavate:
13. Type of Ownership:
    - ☑ Owner of land
    - ○ Previous owner retaining deeded earth excavation rights
    - ○ Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways
14. DESCRIPTION OF EARTH TO BE EXCAVATED **DURING TAX YEAR**

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	5,000
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	5,000

15. **CHECK THE BOX THAT DESCRIBES THIS INTENT**
    - ☑ ORIGINAL WITH $100 FEE (check payable to State of New Hampshire)
    - ○ ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH $100 FEE (exceeding original estimate of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)
16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

PRINT CLEARLY OR TYPE NAME OF OWNER

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED: 04/04/25

GARY PATCH, AREA MANAGER
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED: 04/04/25

EUROVIA ATLANTIC COAST LLC, DBA COLD RIVER MATERIALS
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

1936 LEE ROAD, SUITE 300		
MAILING ADDRESS		
WINTER PARK	FL	32789
CITY OR TOWN	STATE	ZIPCODE
debra.tabb@eurovia.us		
E-MAIL ADDRESS		
(603) 445 2300	(603) 762 8591	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)	

DATE INTENT SENT TO TOWN: 04/15/2025

E-MAIL REPORT & CERTIFICATE? YES ☑ NO ○
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required $ Ø

Security Posted (Bond, Certified Check, etc.) $

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

1. All owners of record have signed the Intent;
2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
3. The form is complete; and
4. Any bond required under RSA 72-B:5 has been received.
5. The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE

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SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL — DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN

SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS

SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

FORM
PA-38

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

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

RECEIVED
APR 22 2025
TOWN OF SWANZEY

(Assigned by Municipality)

YR - TOWN - OP# - E

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 #: **240/48**
3. Name of Access Road: **CARLTON ROAD**
4. Total Acreage of Lot: **48.9**
5. Date of Permit per RSA 155-E:2: *(Municipal Excavation Permit)*
   or
6. Date of Report, *if required,* per RSA 155-E:2, I (d):
7. Permit Number per RSA 485-A:17, *if any*: **WPI-3525B** *(Alteration of Terrain Permit)*
8. Incidental Construction/155-E:2-a Exception: *Check if YES* ☐
9. Total Permitted Area (acres): **48.9**
10. Excavation Area (acres) as of April 1: **8**
11. Reclaimed Area (acres) as of April 1: **41**
12. Remaining Cubic Yards of Earth to Excavate:
13. Type of Ownership:
    - ☑ Owner of land
    - ○ Previous owner retaining deeded earth excavation rights
    - ○ Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways
14. DESCRIPTION OF EARTH TO BE EXCAVATED **DURING TAX YEAR**

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	25,000
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	25,000

15. **CHECK THE BOX THAT DESCRIBES THIS INTENT**
    - ☑ ORIGINAL WITH $100 FEE (check payable to State of New Hampshire)
    - ○ ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH $100 FEE (exceeding original estimate of 1,000 cubic yards or less)
    - ○ SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)
16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

PRINT CLEARLY OR TYPE NAME OF OWNER

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED: 04/04/25

GARY PATCH, AREA MANAGER
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) — DATE SIGNED: 04/04/25

EUROVIA ATLANTIC COAST LLC, DBA COLD RIVER MATERIALS
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

1936 LEE ROAD, SUITE 300
MAILING ADDRESS

WINTER PARK | FL | 32789
CITY OR TOWN | STATE | ZIPCODE

debra.tabb@eurovia.us
E-MAIL ADDRESS

(603) 445 2300 | (603) 762 8591
HOME PHONE (Enter number without dashes) | CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 04/15/2025

E-MAIL REPORT & CERTIFICATE? YES ☑ NO ○
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required $ 0

Security Posted (Bond, Certified Check, etc.) $

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

1. All owners of record have signed the Intent;
2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
3. The form is complete; and
4. Any bond required under RSA 72-B:5 has been received.
5. The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

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FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN

SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS

SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

To Robert Kenney of Swanzey, NH in the County of Cheshire

WHEREAS, there is a vacancy in the office of Golden Rod Grange Hall Advisory Committee in said town and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you the said

Robert Kenney as a Golden Rod Grange Hall Advisory Committee Member

of said town; and upon your taking the oath of office, and having this appointment and certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office until another person shall be chosen and qualified in your stead.

Given under our hands this day 14th day in May.

_____

Selectmen of

_____

Swanzey

_____

I, Robert Kenney, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a Golden Rod Grange Hall Advisory Committee Member according to the best of my abilities, agreeable to the rules and regulations of the constitution and laws of the State of New Hampshire.

SO HELP ME GOD.
STATE OF NEW HAMPSHIRE
CHESHIRE COUNTY, S.S.

Personally appeared the above named, Robert Kenney, who took and subscribed the foregoing oath.
Before me,

Sworn in Date:_____
Date Received and recorded_____.

Heather Belle
Swanzey Town Clerk

Town of Swanzey - Application for Town Committees, Commissions & Boards

Complete this form if you are interested in joining a town committee, commission or board.

Nominee Contact Information

Name: Maureen Conboy Date: April 30, 2025

Street Address: 33 California Street Swanzey NH 03446

Mailing Address (if different): _____

Daytime Phone: 603-903-5608 Evening Phone: 603-903-5608

Email address: maureenconboy@yahoo.com

Indicate committee, commission or board you are interested in joining:

Stratton Free Library - Alternate Trustee

Please indicate your appointment status (Mark with an X)

[X] **Incumbent appointee**. You may leave the information requests below blank.

[ ] **Not presently an appointee**. Please complete the following:

1. Please list any prior experience serving on any public boards, commissions or committees (and approximate dates):

2. Please list any other experience that may be pertinent to the board, commission or committee on which you are requesting to serve.

3. Please provide a brief statement describing your interest in serving the Town of Swanzey.

4. Please list any professional qualifications (if applicable).

Attach any additional information to this application and return to the Selectmen's Office, Town Hall, P.O. Box 10009, Swanzey, NH 03446 or fax to 352-6250 or email kburton@swanzeynh.gov.

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name **Department of Natural & Cultural Resources**		**1.2. State Agency Address** **172 Pembroke Rd. Concord, NH 03301**	
1.3. Grantee Name Town of Swanzey		**1.4. Grantee Address** PO Box 10009, Swanzey, NH 03446	
1.5 Grantee Phone # (603)352-7411	**1.6. Account Number** **10-03500-37770000-074**	**1.7. Completion Date** 12/31/2025	**1.8. Grant Limitation** $ 80,000.00
1.9. Grant Officer for State Agency **Brianna Leone, RTP Coordinator**		**1.10. State Agency Telephone Number** **603-271-3254**	
If Grantee is a municipality or village district: "**By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.**"			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1**	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Craig Rennie, Bureau of Trails Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** / /			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

Contractor Initials _____
Date _____

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials _____

Date _____

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials _____
Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. Grantee acknowledges that any funds it receives under this agreement are proceeds from the Federal Highway Administration's Transportation Alternatives Program for which RTP is a set-aside program, subject to certain legal restrictions and requirements, and Grantee agrees to comply with such RTP requirements and all other relevant federal, state, and local laws and regulations in the fulfillment of the project described in Grantee's grant application, including but not limited to those set forth in Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Projects, Revised October 23, 2023), as set forth in Exhibit D hereto and which is fully incorporated into this agreement.

2. Grantee further agrees:
   a. To perform the work outlined in their application, which is hereby incorporated into this agreement, in accordance with the federal rules, regulations, policies and procedures of the Recreational Trails Program (RTP), as per Title 23 United States Codes (U.S.C.) § 206.
   b. To comply with the requirements of all other federal, state, and local laws, ordinances, and regulations applicable to this agreement.
   c. That any funding it receives through this agreement shall not exceed 80% of the total value of Grantee's project.
   d. To provide documentation in a format that fully accounts for and certifies that items for reimbursement and matching funds have been incurred on the project, in accordance with 2 C.F.R. Part 200 Subpart E – Cost Principles.
   e. To submit a RTP Project Progress Report Form with each request for reimbursement. The report shall outline how expense items have been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by a final RTP Project Progress Report Form stating the project is 100% complete and provide color photos detailing the completeness of project.
   f. To provide at least 3 competitive vendor quotes for the purchase of any materials, goods, or equipment of $2,000 or more for which Grantee seeks reimbursement.
   g. To provide at least 3 competitive vendor quotes for the purchase of any service or rental agreement of $10,000 or more for which Grantee seeks reimbursement.
   h. To submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
   i. To comply with the terms of the Federal Funding Accountability and Transparency Act ("FFATA") by providing NHDNCR with the Grantee's Unique Entity Identifier (Unique Entity ID) and all applicable Executive Compensation Data information required by the FFATA.

3. **Buy America Requirements for Federal-Aid Programs**. The Build America, Buy America Act (BABA), enacted as part of the Bipartisan Infrastructure and Jobs Act on November 15, 2021, requires iron, steel, manufactured products, and construction materials used in a Federal-Aid Program project to be produced in the United States. As of May 14, 2022, each Federal agency must ensure that all manufacturing process for construction materials used in Federally assisted infrastructure projects occur in the United States. Per the notice issue by the United States Department of Transportation on August 16, 2023, grants executed after that date under $500,000 qualify for a waiver from BABA. BABA directs the U.S. Office of Management and Budget Made in America Office to issue standards and guidelines.

4. **Equipment.**
   a. Pursuant to 2 CFR 200.313 – Equipment, Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than $5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau. Grantee shall display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
   b. Grantee shall maintain equipment purchased with RTP funds in good mechanical condition.
   c. Grantee shall provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.

5. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review Grantee's records and files. Upon notification of project completion, the State can inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to Grantee. Deficiencies, if any, shall be corrected and reported in writing to the State by Grantee within 21 business days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected to the satisfaction of the State.

6. **Event of Default: Remedies**

Add the following to Section 11 of the G-1 Form:

11.3: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said failure is not remedied within ten (10) business days. In the event of termination pursuant to this provision, no further payments shall be made by the State.

11.3.1: Grantee's failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds to Grantee for no less than 2 years from the current grant year.

7. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of

any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to 2 CFR 200.310. The insurance policy shall name the NH Department of Natural and Cultural Resources, as a certificate holder.

8. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the RTP Coordinator or the Project Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for Federal compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following per 2 CFR 200 subpart E - Cost Principles:
    j. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred within the contract term. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
        i. Within 30 days of incurring the cost(s);
        ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
        iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
    k. The final reimbursement to be reimbursed on the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
    l. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.
    m. Reimbursements will only be considered if a RTP Project Progress Report Form is submitted with the request.
    n. Capital advances may be applied for through the Bureau of Trails and will be approved on a case by case basis.

Organization Name:	Town of Swanzey
Vendor Code:	177485
Unique Entity ID:	KCDNZ2XYHPE4
Grant #:	25-15
Appropriation Code:	37770000-074-500585
Grant Amount:	$80,000
Minimum Match Required:	$20,000
Total Project Cost:	$100,000

The maximum amount of funds available to the Grantee pursuant to this agreement shall not exceed the Grant Amount. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st, 2025.

Exhibit D – FHWA—1273 Required Contract Provisions Federal-Aid Construction Projects REVISED October 23, 2023

Municipality Certification of Authority

I, _____ (*Name*), **hereby certify/attest** that I am duly elected Clerk/Secretary of Town of Swanzey (*Name of Municipality*), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 ___, at which a quorum of the Municipality Officers were present and voting.

> **RESOLVED:** That _____ (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of _____ (*Name of Municipality*) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____ **ATTEST**: _____
(*Secretary/Clerk Signature Completing this Certificate*)