# 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**

**May 20, 2026**

1. Call to Order – 5:30
   https://www.youtube.com/@townofswanzey7377/streams - For live streaming

2. Pledge of Allegiance

3. Consideration of Meeting Minutes
   A. Regular Meeting: May 6, 2026, May 11, 2026, May 12, 2026
   B. Nonpublic Session(s): May 6, 2026 Sessions 1 & 2

4. Consent Agenda
   A. Payroll Manifest
   B. Accounts Payable Manifest
   C. Special Events Permit-Cheshire Fairgrounds-Country Fest
   D. Special Events Permit-Frogg Brewing-Winkfest
   E. Special Events Permit-Cheshire Fairgrounds-Kingdom to the Counties 2026
   F. Excavation Tax Levy – M/224 L/26
   G. Yield Tax Levy – M/233 L/41
   H. Land Use Change – M/254 L/38 , M/254 L38-1, M/248 L42

5. Public Input

6. Nominations
   A. Consideration of Appointment of Victoria Ames as Planning Board Representative to SWRPC

7. Appointments
   A. Chris Coates, County Administrator – County Services
   B. Josh Whipple, Recycling Manager, Building Maintenance on the New Addition
   C. Scott Self, Chair, Wastewater Committee – W. Swanzey Wastewater Committee Update

8. Consideration of New Business
   A. Consideration & Approval - Letter to W. Swanzey Wastewater Users
   B. Approval & Authorization of Funds for New Fire Station IT and Supplies
   C. Discussion on Use of Carpenter Home
   D. Proposal for Foundation Assessment- Grange Hall
   E. Consideration of Request for Hardware – Two (2) computers
   F. Assessing – Elderly and Disabled Tax Deferral Application

i. M/243 L/55/0/MH0/90
ii. M/227 L/10
iii. M/101 L/12

G. Assessing – Veteran's Tax Credit/Exemption
i. M/240 L/40

H. Authorization to Sign - Water Pollution Control Revolving Loan Fund Program (Project No. CS-330191-08) – Supplemental Loan Agreement.

9. Consideration of Old Business

10. Administrative Update

11. Correspondence

12. Public Input

13. Non-public session pursuant to RSA 91-A:3 II as needed

14. Adjournment

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**Board of Selectmen Meeting Agenda**

**Whitcomb Hall, 17 Main Street**

**May 20, 2026**

**Open Public Meeting at 4:30 p.m.** – Discussion with City of Keene and Revision Energy

1. Call to Order – 5:30
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2. Pledge of Allegiance

3. Consideration of Meeting Minutes
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   G. Yield Tax Levy – M/233 L/41
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5. Public Input

6. Nominations
   A. Consideration of Appointment of Victoria Ames as Planning Board Representative to SWRPC

7. Appointments
   A. Chris Coates, County Administrator – County Services
   B. Josh Whipple, Recycling Manager, Building Maintenance on the New Addition
   C. Scott Self, Chair, Wastewater Committee – W. Swanzey Wastewater Committee Update

8. Consideration of New Business
   A. Consideration & Approval - Letter to W. Swanzey Wastewater Users

***SUGGESTED MOTION: I move to approve the letter as presented by DPW Director, Joe DiRusso.***

   B. Approval & Authorization of Funds for New Fire Station IT and Supplies
   C. Discussion on Use of Carpenter Home

D. Proposal for Foundation Assessment- Grange Hall

***SUGGESTED MOTION: I move to accept the proposal from Right Track Dessing, Inc in the amount of $1,950, as stated in the Statement of Work dated May 11, 2026, and further authorize the withdrawal of funds to come from the Golden Rod Grange Capital Reserve Fund for this purpose.***

E. Consideration of Request for Hardware – Two (2) computers

***SUGGESTED MOTION: I move to authorize the purchase of two computers and to further authorize the funds to come from the Town Hall Information Management Systems Expendable Trust Fund for this purpose.***

F. Assessing – Elderly and Disabled Tax Deferral Application
   i. M/243 L/55/0/MH0/90
   ii. M/227 L/10
   iii. M/101 L/12

***SUGGESTED MOTION: I move to approve the slate of Elderly and Disabled Tax Deferral Applications.***

G. Assessing – Veteran's Tax Credit/Exemption
   i. M/240 L/40

***SUGGESTED MOTION: I move to approve the Veteran's Tax Exemption for M 240 L40.***

H. Authorization to Sign - Water Pollution Control Revolving Loan Fund Program (Project No. CS-330191-08) – Supplemental Loan Agreement.

***SUGGESTED MOTION: I move to authorize the Town Administrator, Lori Rautiola to sign the Supplemental Loan Agreement for the Water Pollution Control Revolving Loan Fund Program.***

9. Consideration of Old Business

10. Administrative Update

11. Correspondence

12. Public Input

13. Non-public session pursuant to RSA 91-A:3 II as needed

14. Adjournment

**UPCOMING AGENDA ITEMS AND MEETINGS**

| | |
|---|---|
| June 3 | Board of Selectmen Meeting |
| June17 | Board of Selectmen Meeting |
| June 20 | Wastewater Treatment Plant – Open House for Solar Array – Public welcome and encouraged to attend. |
| July 1 | Board of Selectmen Meeting |
| July 15 | Board of Selectmen Meeting |
| July 29 | Board of Selectmen Meeting |

August 12 Board of Selectmen Meeting
August 26 Board of Selectmen Meeting
September 9 Board of Selectmen Meeting
September 23 Board of Selectmen Meeting
October 7 Board of Selectmen Meeting
October 21 Board of Selectmen Meeting

## CURRENT EMPLOYMENT OPPORTUNITIES:

- Finance Director – Full-time position End Date: Open until filled.
- Detective - Full time and/or Part time ○ Posting Date: Nov 12, 2019, 03:08 PM End Date: Open until filled
- Police Officers ○ Posting Date: Dec 30, 2024, 03:08 PM End Date: Open until filled
- On-Call Firefighters and EMTs positions ○ Posting Date: 03-04-2025 End Date: Open until filled

## PENDING BOARD MATTERS / PROJECTS

- Online Building Permit and Code Enforcement software – GO LIVE DATE is May 18th!
- Re-design of Town Website – Currently in the MIGRATION stage and is scheduled to go live in early summer.
- **Fire Station 2 Project:** The project is close to completion with an expected "move in" date of May 29th.
- **Swanzey Lake Dam** – Engineering design work is underway and will continue throughout the summer months.
- **Christian Hill Road Bridge Replacement** – Work is pending due to NEPA review which was completed in December. Design work has been progressing well but slowly. Current hold up is with the Division of Historical Resources regarding historic mitigation. Hoyle Tanner has provided a scope of work and cost for design, which will be 100% funded by NHDOT as a mitigation project. The construction is scheduled to go out for bid in the early spring.
- **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 was provided to DOT on 1/28/25. Bidding for construction is now scheduled in March of '26 with construction likely in '27.
- **Wastewater Treatment Plant Study** – The recent engineering study identified significant deficiencies at the existing wastewater treatment facility and concluded that the Town must either complete major upgrades to the current plant or connect to the City of Keene Wastewater Treatment Plant. After review, the Town's Water and Wastewater Advisory Committee recommended decommissioning the current West Swanzey facility and conveying wastewater to Keene as the most cost-effective long-term solution that would also support future growth and reduce operational costs. The Select Board unanimously approved moving forward with this plan. The Committee also found that the current billing structure is outdated and that rate adjustments are necessary to address rising operating expenses, future infrastructure needs, and ensure a more equitable system for users.

Town of Swanzey, New Hampshire
**Board of Selectmen**
Meeting – May 6, 2026
Whitcomb Hall
17 Main Street, Swanzey, NH

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

**CALL TO ORDER**

The meeting was called to order by Chair James Tempesta at 5:05pm. at Whitcomb Hall, Main Street, Swanzey, NH. Other members present were Selectmen Mark LaBelle, W William Hutwelker, and James Ward. Also present was Recording Secretary Susan Ells.

**NON-PUBLIC SESSIONS**

**Non-public session(s) per RSA 91-A:3, II (c) Matters which, if discussed in public, would likely affect adversely the reputation of a person**

A motion was made by Mark LaBelle to enter a non-public session pursuant to RSA 91-A:3, II (c) which was seconded by Jay Ward. All were in favor by Roll Call and the motion passed**.** The Board entered the non-public session at 5:05pm. Present were James Tempesta, Mark LaBelle, W. William Hutwelker III, James Ward and Recording Secretary Susan Ells.

A motion was made by Mark LaBelle to come out of the non-public session, seconded by Jay Ward. All were in favor by Roll Call and the motion passed. The non-public session ended at 5:20pm.

Mark LaBelle made a motion to unseal the non-public minutes from 4/22/2029 Session #2 and 4/29/2026. All in favor and the motion passed.

**Non-public session(s) per RSA 91-A:3, II (c) Matters which, if discussed in public, would likely affect adversely the reputation of a person**

A motion was made by Jay Ward to enter a non-public session pursuant to RSA 91-A:3, II (c) which was seconded by Mark LaBelle. All were in favor by Roll Call and the motion passed**.** The Board entered the non-public session at 5:25pm. Present were James Tempesta, Mark LaBelle, W. William Hutwelker III, and James Ward. Also present was Recording Secretary Susan Ells.

A motion was made by Mark LaBelle to come out of the non-public session, seconded by Jay Ward. All were in favor by Roll Call and the motion passed. The non-public session ended at 5:28pm.

A motion was made by Mark LaBelle to seal the minutes because divulgence of the information likely would affect adversely the reputation of a person other than a member of this Board; Jay Ward seconded the motion, and it passed 4-0.

Alan Gross joined the meeting at 5:30pm.

Chair Tempesta reopened the public meeting at 5:30pm.

**OTHERS PRESENT**

Kai Kraemer with FACT TV, Jeremy Evans, Fire Chief Eric Mattson, Deputy Fire Chief Mike Burke, DPW Director Joe DiRusso, Cathy Bergstrom, Mark Scalera, Kim Varney Chandler, Bill and Jen Caswell, Ann Heffernon.

**MINUTES**

The regular meeting minutes of April 29, 2026 were considered. A motion was made by Mark LaBelle to approve the minutes as presented; Jay Ward seconded the motion; Bill Hutwelker suggested edits; the amended minutes were approved 5-0.

The non-public session minutes of April 29, 2026 were considered. A motion was made by Mark LaBelle to approve the minutes as presented. Jay Ward seconded the motion, and it passed 5-0.

**CONSENT AGENDA**

A. Payroll Manifest
B. Accounts Payable Manifest
C. Special Events Permit-Recreation Department-Town Wide Yard Sale

A motion was made by Mark LaBelle to approve the Consent Agenda. Jay Ward seconded the motion, and it passed 5-0.

**PUBLIC INPUT**

Jeremy Evans, President of the local snowmobile club, explained to the Board that last winter, after his snowmobile trailer became stuck in the Riley Conservation area, he talked with Chair Tempesta who then spoke with DPW Director Joe DiRusso who facilitated the DPW plowing the area for the rest of the winter. Mr. Evans's club appreciated this service, so he researched and found a program which could provide some revenue to the Town for the plowing. He explained this is the first year the State of NH Bureau of Trails has reimbursed snowmobile clubs up to 70% of the charge for plowing through the Grant-In-Aid program. The club submitted a request to the program on behalf of the Town for $3000 for 10 plowing events at $300 each and were reimbursed 70%. He'd like to make this an annual process and discussed with the Board how this could be arranged so that the Town and the club could benefit. The Board will discuss this with the Finance Director to determine the process needed but were very interested in pursuing this idea. The request needs to be submitted by May 10th so Joe DiRusso will provide an invoice for Mr. Evans to submit.

**Mark LaBelle made a motion to accept and expend under RSA 31:95-b $3000 donated by the Keene Snow Riders to thank the DPW Staff for their efforts with plowing and to post the revenue to DPW Miscellaneous and Income for the purpose. Jay Ward seconded the motion and the motion carried.**

Mike Burke, Deputy Fire Chief, supplied a report to the board of furnishings needed for the new fire station. There was some confusion regarding which items might have been ordered by the contractor, but it is not clear if it was part of the balance due. The Board asked Deputy Burke to move forward to order the items needed once confirming what has already been ordered and for him to get back to the Board. Deputy Burke added that he said he is really looking forward to working in the new building.

**NEW BUSINESS**

**A. Authorization & Approval of Funds for the Purchase of a 2026 Ford F-350 XL J282**

Joe DiRusso explained that there is $80,000 in the Capital Improvement Plan for purchase of a new 1 ton pickup truck. He put this out to bid with both the State contract and locally in Swanzey; there is a new manager at Monadnock Ford who provided the lower bid and Joe would like approval to move ahead with the purchase.

**A motion was made by Mark LaBelle to approve the purchase of a 2026 Ford F-350 XL Pick-up Truck and to further authorize the funds to come from the Highway and Cemetery Equipment Capital Reserve Fund not to exceed $80K. The motion was seconded by Jay Ward; with no further discussion, the motion passed 5-0.**

The Board then asked Joe for an update on the road repair projects. He reported that the repaving of West Street is finished and under budget; next they will base coat Sugar Hill and then will be moving on to Partridgeberry Lane where there are several culverts that are 20 feet deep which will need to be replaced. They will need to shim to get a base coat applied but will wait to topcoat until next year to let the culverts settle. There will be more done on Marcy Hill this year before moving on to Christian Hill. Sugar Hill will be top coated at the end of the season, depending on the budget. The Board thanked Joe for the work being done.

**APPOINTMENTS**

**A. Kim Varney Chandler, National Society for the Preservation of Covered Bridges**

Kim Chandler introduced herself as a life member of the society; she also introduced the president, Bill Caswell and his wife Jen Caswell and explained that she had reached out to Town Administrator, Lori Rautiola, to discuss providing signage at the historic Thompson Bridge.

Mr. Caswell explained that their society is working with The William G. Pomeroy Foundation, which provides grants for signage to help raise awareness of the historic significance of covered bridges. The Society would apply for the sign; the Foundation would order and pay for the sign and post, including shipping. It takes 8-12 weeks for delivery. The only requirement from the Town would be to determine where it will be installed, to have it installed, and to arrange for a ceremony to dedicate it. This is the society's first bridge project, and they chose Swanzey because of the number of covered bridges within the town. Ms. Chandler added that the Historical Society of Cheshire County would like to partner in the process and they have also reached out to the Swanzey Historical Society.

Mr. Caswell explained that the National Society for the Preservation of Covered Bridges was incorporated in 1954 in Boston and is a 501(c)3 non-profit whose purpose is to preserve the nation's covered bridges. They also make donations such as providing fire retardants for bridges and for construction projects. They have 400 members.

Bill Hutwelker mentioned that one challenge the Town faces is damage to the bridges; Mr. Caswell expressed that this is a problem across the country. There are some towns that have installed steel headings, but there are liability concerns; he noted that signage is not generally effective. Chair Tempesta asked if he had any experience with the flashing lights that can sense a vehicle that would be too tall; Mr. Caswell knew of one town north of Atlanta, Georgia, but that there are issues with the sensors getting dirty, or covered with snow, and maintenance would be needed.

When asked what their society needs from the Town to proceed, Mr. Caswell replied that they will start the application and will need a letter of support from Town, photos of the location where it will be installed, and assurance that it will be installed.

Alan Gross made a motion to endorse the National Society for the Preservation of Covered Bridges to create a sign for the Thompson Bridge and to allow the Town Administrator to write a letter of support and include the location photos; the motion was seconded by Jay Ward; all were in favor and the motion passed.

**NOMINATIONS**

**A. Jane Johnson - Reappointment for Alternate to Conservation Commission**

**A motion was made by Mark LaBelle to reappoint Jane Johnson as an alternate to the Conservation Commission. The motion was seconded by Jay Ward; with no further discussion, the motion passed 5-0.**

**A motion was made by Bill Hutwelker to nominate Gus Lorandeau as a commissioner to the Southwest Region Planning Commission for a four-year term ending at Town Meeting 2031. The motion was seconded by Jay Ward; with no further discussion, the motion passed 5-0.**

**NEW BUSINESS - continued**

**B. Authorization & Approval of Funds for Maintenance – Whitcomb Hall**

There was discussion regarding the items that are requested for Whitcomb Hall. Chair Tempesta expressed concern about the quality of the chairs which are only $16 each; he feels more research is needed for other choices.

A motion was made by Mark LaBelle to approve the recommendation from the Whitcomb Hall Committee and to authorize up to $5,000 from the Whitcomb Hall Non-restricted Trust Account for the cleaning and application of 2 coats of finish on the downstairs floors. Jay Ward seconded the motion and the motion carried.

**PUBLIC INPUT**

Ann Heffernon provided an update on Community Conversations which is a program sponsored by NH Humanities and Community Development Finance Authority who are funding 6 sites across NH and Swanzey has been approved. The event would be held at Whitcomb Hall; the grant is for refreshments, and for 2 people to help facilitate the group to find a project to bring the community together; they also provide $2000 in funding for the work on the project that is selected as well as an artist to depict the events of the day. Ann added that she has spoken with a couple of those who participated last year and there has been very positive response. She said the Governance committee will help with this and would like to get younger people involved; she said that Keene will also be doing this. Ann would like support to involve other committees as well as the Recreation Department. Timing was discussed and Ann said it needs to be in 2026. She asked for funds for advertising and for members from other committees as well as the Recreation Department. She will provide a quote for advertising. The Board thanked her for the work she's doing.

**NEW BUSINESS - continued**

**C. Consideration of Swanzey Uncovered Distribution Method**

Bill mentioned to the Board that in the past, the Town had 4 editions of the newsletter mailed out. Currently, due to printing costs escalating, 2 are now printed and 2 are electronic versions but the challenge is getting people to sign up to receive the newsletter electronically. Cathy Bergstrom offered to have a signup at the EDAC booth at Old Home Days. Bill felt there should be someone to organize this effort. Mark Scalera suggested that a note could be inserted into the tax bills before they are mailed; Bill thought that was a good idea, but that the envelopes might already be sealed when the Town receives them. Mark then suggested that perhaps there could be a message printed on the envelope. The Board will ask Lori to investigate this suggestion.

**D. Establishment of a 250th Anniversary Committee**

**A motion was made by Mark LaBelle to authorize the establishment of a 250th Anniversary Committee to plan, coordinate, and support commemorative activities that honor the Town's history, celebrate its present, and engage the committee in preparation for its 250th anniversary. The Committee will work collaboratively to organize events, promote community involvement, and ensure a meaningful and inclusive**

**celebration that reflects the Town's heritage and values. The motion was seconded by Jay Ward; with no further discussion, the motion passed 5-0.**

E. The Board discussed the draft of the RFP for EMS services to the Town which Lori provided; the Board will review and respond to Chair Tempesta Thursday then he will discuss with Lori by noon on Friday for her to finalize and send out on Monday; Mike Burke offered to also provide his input on behalf of the Fire department.

F. The Job description for the new financial opening was discussed; some changes were suggested including keeping it on one page. Jim will let Meagen know the changes that are needed so it can be posted quickly; Bill expressed his appreciation to Meagen for the quick work getting the job description created.

**OLD BUSINESS**
None

**ADMINISTRATIVE UPDATE**
Jay let the Board know that the Partridgeberry Lane house is available for a site visit; if the Town doesn't take over the house, he will tear it down. The group will meet at 9AM on Monday at the site. Jay will send directions.

**CORRESPONDENCE**
None

**ADJOURNMENT**
A motion was made by Mark LaBelle to adjourn the meeting; Jay Ward seconded the motion, and it passed 5-0.

Adjournment occurred at 7:00pm.

Respectfully Submitted,

Susan Ells, Recording Secretary

Approved on

DRAFT

Town of Swanzey, New Hampshire
**Board of Selectmen**
Meeting – May 11, 2026
Site Visit at 106 Partridgeberry Lane, Swanzey, NH

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

**CALL TO ORDER**

The meeting was called to order by Chair James Tempesta at 9:00am at 106 Partridgeberry Lane, Swanzey, NH. Other members present were Selectmen Mark LaBelle, W William Hutwelker, James Ward and Alan Gross. Also present were Town Administrator Lori Rautiola and Tax Collector Kevin Westcott.

**OTHERS PRESENT**

Ed Mack and Susan Mack

The Board of Selectmen were given a tour of Ed and Susan Mack's rental house at 106 Partridgeberry Lane. Ed Mack proposed that the Town lease the house from them for 99 years or until they pass away, at which point the house, the house next door, and the surrounding land presently owned by the Macks would be willed to the Town with a deed restriction limiting the use of the property. The property borders Town-owned Mount Caesar property and could expand access and recreational opportunities for Swanzey residents. If the Town does not want the house, Ed Mack said that he would have it torn down.

Chair Tempesta continued the meeting until 9:00 am Tuesday, May 12, 2026, at the Town Hall for the Board to discuss the proposal with the hope of reaching a timely decision.

DRAFT

Town of Swanzey, New Hampshire
**Board of Selectmen**
Meeting – May 12, 2026
Town Hall - Swanzey, NH

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

**CALL TO ORDER**

Chair Tempesta reconvened the May 11, 2026 Selectboard meeting at 9:02am on Tuesday, May 12, 2026 at the Swanzey Town Hall. Other members present were Selectmen W. William Hutwelker, Mark Labelle, James Ward and Alan Gross. Also present were Town Administrator Lori Rautiola and Tax Collector Kevin Westcott.

Chair Tempesta asked everyone to offer their thoughts regarding the proposal from the Macks. Tempesta said he hasn't made up his mind. It is a nice house, but he isn't clear on how the Town might use it. Kevin Westcott made the point that losing tax revenue hurts every resident in the Town; he would hate to see the building torn down or removed from the tax rolls. Alan Gross pointed out that if the building is torn down, the Town would lose the tax revenue anyway. Jay Ward suggested some possible uses which include using the building for archive storage, or for the town recreation department headquarters. He said that if the Town wished to act as a landlord, the house could be leased to someone whose rent would cover the lost taxes and provide money for building upkeep. Lori Rautiola expressed that she does not see much value for the Town, especially as we have other properties the Town owns and maintains, such as the Carpenter Home and the Grange. Bill Hutwelker proposed a possible alternate counter proposal which the Board agreed would require further thought and discussion.

Jay Ward was tasked with communicating to the Macks that the Board had discussed the proposal, that they were not ready to accept it, and that they might have an alternative to suggest. The Board will be in touch once Jay Ward returns from his travels and can continue the discussion.

Chair Tempesta then shared an update on the Posting of the open Finance Director position, including where the opening had been posted. The Board then discussed the search process. It was decided that initial screening of applicants would be done by Lori Rautiola, Theresa Lounder, and Meagan Kerris. First Interviews would then be conducted by these three plus one or two individual(s) still to be determined. Final interviews would be conducted by Lori and the Select Board.

A motion was made by Mark Labelle to adjourn, seconded by Jay Ward. All were in favor and the meeting adjourned at 10:15 am.

Respectfully Submitted,

James Ward
Board Secretary

Approved on

DRAFT

**Right Trak Design, Inc.**
14B Tatro Drive
Goffstown, NH 03045
+16033842830
info@righttrakdesign.com
www.righttrakdesign.com

**May 11, 2026**

***Proposal for Foundation Assessment***
*Town of Swanzey – Golden Rod Grange*

## Statement of Work (SOW)

**SCOPE OF SERVICES**
Our scope of Services will include the following work:

Site Visit

- Completion of an on-site structural foundation assessment of the Golden Rod Grange building at 325 Old Homestead Highway in Swanzey, NH. The on-site assessment will be completed by a professional engineer licensed in the State of New Hampshire. We understand that the primary focus of this work is to assess the structural condition of the existing foundation.
- Our assessment will be limited to the major structural elements of the building and will not include non-structural elements such as finishes. Our assessment will be based on our observations and measurements and ***will be limited to areas that our representative can safely and reasonably access and observe***. Destructive investigation or testing is not included in this work.
- Our representative will provide a preliminary verbal assessment while on site. This assessment will be limited, as structural calculations and analyses cannot be completed while on site.

Calculations and Memo

- Complete calculations and analyses to assess the structural condition of the existing foundation.
- Prepare memo report including a summary of our findings and assessment, recommendations for future work, site photos, and site sketches, as needed.

**FEE AND SCHEDULE**
We propose to complete the scope of work described herein for a fixed fee of $1,950. We anticipate that the scope of work can be completed within two weeks of our on-site assessment.

Out of scope work can be completed on a time and materials basis at the rates included below, or for an additional mutually agreed-upon fixed fee. Out of scope work will not be completed without prior approval.

**2026 RATE SCHEDULE[1,2]**

| STAFF | RATE/HOUR |
|---|---|
| Administrative | $75.00 |
| Drafter I | $77.50 |
| Drafter II | $90.00 |
| Specialist I | $90.00 |
| Specialist II | $105.00 |
| Specialist III | $110.00 |
| Designer | $115.00 |
| Architect | $130.00 |
| Sr. Architect | $160.00 |
| Jr. Engineer | $115.00 |
| Engineer | $130.00 |
| Sr. Engineer | $160.00 |
| Principal | $160.00 |

| EXPENSE | |
|---|---|
| Mileage Base Rate | $0.725/mile [3] |
| Mileage Markup | 10% |
| Expense and Subconsultant Markup | 20% |

1 Staff rates shall be adjusted for work completed on or after January 1, 2027.
2 Subconsultant rates shall be established when applicable.
3 The base mileage rate will be adjusted, effective January 1, 2027, to reflect the standard IRS mileage rate for business use.

# General Terms and Conditions

**1. Engagement; Compliance**. Client engages Right-Trak Design, Inc. (Architect/Engineer) to perform specific services (the "Services") and to provide certain deliverables (the "Deliverables") and collectively, with the Services, the "Work Product") as more specifically set forth in the SOW(s). These General Terms and Conditions shall govern the SOW unless the SOW expressly provides that certain provisions therein shall control. The SOW together with these General Terms and Conditions shall be collectively referred to as the "Agreement".

**2. Method of Performing Services.** Architect/Engineer will determine the method, details, and means of performing the Work Product. Architect/Engineer may provide the Work Product under this Agreement at any suitable time and location Architect/Engineer chooses. Architect/Engineer will use its own resources such as supplies, equipment, tools, and materials to complete the services, unless use of Client's resources and premises is necessary and those requirements are specified in this document or the SOW. Architect/Engineer shall devote such working time and attention to the performance of the services as required to satisfy all duties and responsibilities of Architect/Engineer in finishing the assignment.

**3. Term**. This Agreement will become effective on the date provided in the SOW(s) and will continue in effect until the Work Product provided for in the Agreement has been completed, unless terminated earlier as provided herein.

**4. Compensation and Expenses**. The compensation payable to Architect/Engineer shall be as set forth in the SOW(s). Client will be responsible for certain expenses incurred on its behalf. Bills for Work Product and expenses are sent monthly, or more or less frequently as applicable. Payment is due upon receipt, but not later than 30 days from receipt. If payment is not made within such 30 day period, the Architect/Engineer reserves the right, to the extent permitted by law, to charge interest at the rate of 1.75% per month, on any unpaid balances. The Architect/Engineer also reserves the right to cease providing Work Product, if invoices are not paid promptly.

**5. Architect/Engineer is Independent Contractor.** Architect/Engineer enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or join venture relationship between the Parties or between one Party and the other Party's employees or agents. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other.

**6. Non-Exclusive Relationship.** Architect/Engineer may represent, perform services for, and contract with as many additional clients, persons, or companies as Architect/Engineer, in its sole discretion, sees fit.

**7. Payment of Taxes and Fees.** Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

**8. Compliance with Laws; Permits and Licenses.** Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Client to pay for any necessary licenses, permits, and approvals as may be necessary for the use of the Work Product under this Agreement, unless otherwise specified in writing and agreed to by the Architect/Engineer.

**9. Use of Work Product for Bidding and Construction.** Client acknowledges that unknown conditions may be uncovered and that the Work Product provided by Architect/Engineer may be misinterpreted during bidding and construction. Unless Client has requested that Architect/Engineer provide bidding and construction administration and observation services, Client assumes all responsibility for bidding and construction administration and observation and waives any claims against Architect/Engineer that may be in any way connected to bidding and construction administration and observation.

**10. Early Termination.** Architect/Engineer or Client may terminate this Agreement at any time with or without cause by giving Client or Architect/Engineer, respectively, thirty (30) days prior written notice.

**11. Obligations Upon Termination**. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Architect/Engineer for all Work Product rendered prior to the effective date of termination. Upon termination, each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Architect/Engineer any equipment, materials or other property of the Architect/Engineer relating to the terminated Work Product which is in Client's possession or control.

**12. Representation and Warranty**. The Parties represent that they are legally capable of entering into this Agreement and that there are no other existing agreements or instruments that would impair either Parties ability to perform the services described in this Agreement. Architect/Engineer does not warrant in any form the results or achievements of the Work Product. Architect/Engineer warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices and applicable law.

**13. LIMITATION OF WARRANTY.** THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE

SERVICE, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. ARCHITECT/ENGINEER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. ARCHITECT/ENGINEER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OF DELIVERABLES PROVIDED BY THIRD PART VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY THE ARCHITECT/ENGINEER DURING THE TERM OF THIS AGREEMENT. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF PERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

**16. Limitation of Liability**. To the fullest extent permitted by any applicable laws and regulations, and notwithstanding any other provision of this Agreement, the total liability, in aggregate, of Architect/Engineer and Architect/Engineer's officers, directors, members, partners, agents, employees, subconsultants, and Architect/Engineer's subcontractors, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Work Product or Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty expressed or implied of Architect/Engineer or Architect/Engineer's officers, directors, members, partners, agents, employees, subconsultants, or Architect/Engineer's subcontractors) will not exceed the total compensation received by Architect/Engineer under this Agreement.

**14. Indemnity.** Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim. Notwithstanding anything contained herein to the contrary, Architect/Engineer's indemnification obligations hereunder are capped at the compensation received pursuant to this Agreement.

**17. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of law principles.

**18. Waiver: Rights Cumulative.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

**19. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**15. Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall make reasonable efforts to notify the other Party of the occurrence of such an event within five business days of its occurrence.

**20. Entire Agreement; Modifications.** This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral, written, electronic, or otherwise, between the Parties with respect to the rendering of services by Architect/Engineer for Client and contains all of the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the Party to be charged.

# Agreement

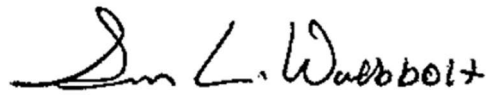
**AUTHORIZATION**

The statement of work (SOW) and general terms and conditions included in this proposal will constitute our Agreement. Please sign, date, and return this proposal to authorize our services.

Thank you for inviting us to submit this proposal. We look forward to assisting you with this project. If you have any questions, please contact us.

Sincerely,

Right-Trak Design, Inc.



_____ Date: 5/11/2026

Steven L. Wuebbolt, PE
Lead Engineer
Right-Trak Design, Inc.

_____ Date: _____

(Signature)

_____

(Printed Name)
Client

Client Address

_____

_____

_____

Rev. 3/31/2026

# STATE OF NEW HAMPSHIRE

**INTER-DEPARTMENT COMMUNICATION**

**FROM:** Timothy C. Chapman, P.E.
District Construction Engineer

**DATE:** May 13, 2026
**AT:** Construction Bureau

**SUBJECT:** **District 4 (F) X-A005(767) 45282O**
Resurfacing various tier, 2, 3, and 4 roadways in District 4.

**TO:** Construction Files *via*
Levi D. Byers, P.E.
Administrator, Construction

## MEMORANDUM

Be advised that work on the subject project was started by Continental Paving, Inc. on May 13, 2026. This notice does not mean that the Contractor has started major work, only that they are on site. Major work will not be allowed until the requirements, as noted in 108.03 Pre-construction Activities, have been satisfied and any other permits or approvals are received.

TCC/mw

cc:

Bureau of Bridge Design
Bureau of Bridge Maintenance, A. Hall, K. Perkins
Bureau of Environment, J. Evans, M. Urban
Bureau of Highway Design
Bureau of Highway Maintenance
Bureau of Materials & Research
Bureau of Traffic, Desiree Carron
Bureau of Rail & Transit
Contractor, Continental Paving, Inc.
Contract Administrator, Jeremy Guyette
TC/Paving Specialist, Mike Smith
Bureau of Construction, Mark Moran
Utility Sec., J. Roseboom, B. McCrea
Director of Project Development
District 4 Maintenance
TMC, N. King, C. Blackman
Envir. Coord., D. Elliott, D. Benjamin, A. Czachor
Office of Federal Compliance
Surety, Berkley Insurance Company
The City/Town of Alstead, Antrim, Keene, Richmond, Surry, Swanzey
Project Lead Person, Cassandra Burns
□ CAMS Milestone