



City of Keene
New Hampshire

**PLANNING, LICENSES AND
DEVELOPMENT COMMITTEE
AGENDA
Council Chambers A
June 13, 2018
7:00 PM**

David C. Richards
Philip M. Jones
George S. Hansel
Bartłomiej K. Sapeta
Margaret M. Rice

-
1. Carolyn Sweet/Machina Arts - Use of City Property - First Friday Events
 2. Anthony & Fanella Levick/Granite Roots Brewing - Request to Sell Beer at Keene Farmer's Market
 3. Jesse O'Bryan/Branch and Blade Brewing Company - Request to Sell Beer at the Keene Farmer's Market
 4. Peggy Schaffler/Country Life - Use of City Property - Sandwich Board Sign
 5. Kevin Dremel - Use of City Property - Keene Music Festival
 6. Connecticut National Guard - Request to Conduct Air Drops - Dillant Hopkins Airport
 7. Clarence DeMar Marathon - Request to Use City Property

MORE TIME ITEMS:

- A. Tim Zinn/Let It Shine - Request for 2018 Keene Pumpkin Festival Brought to You By the Students of the Area's Schools - Event License

Non Public Session
Adjournment



Transmittal Form

May 29, 2018

TO: Mayor and Keene City Council

FROM: Carolyn Sweet

THROUGH: Patricia A. Little, City Clerk

ITEM: 1.

SUBJECT: Carolyn Sweet/Machina Arts - Use of City Property - First Friday Events

COUNCIL ACTION:

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.

ATTACHMENTS:

Description

Communication - Machina Arts

BACKGROUND:

Carolyn Sweet of Machina Arts is requesting permission for the use of City property on Railroad Square for a series of First Friday events that would include art exhibits, vendors, live performances and activities.

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.


Patricia Cottle
City Clerk

May 23, 2018

To the Mayor and Keene City Councillors:

Proposal: Initiate an ongoing Keene First Friday, First Friday Arts Hop, beginning July 6, 2018, and continuing each First Friday of the year. The event will run from 5pm - 9pm in Railroad Square.

Dates:

First Friday of each month, beginning July 6, 2018; August 3, 2018, September 7, 2018, October 5, 2018, November 2, 2018, December 7, 2018, January 4, 2019, ongoing

of people expected- Up to 500, enhancing activities already underway during that time

Activities:

The First Friday Arts Hop will enhance the downtown Keene experience through the activation of Railroad Square. Keene First Fridays is a celebration of art, culture, performance, music, and food. It provides an opportunity to cultivate creative community-building, share space, & network. It amplifies the downtown experience for locals and tourists. Local organizations and businesses will be invited to engage through art installations and partnership opportunities through which they can promote their events, missions, and businesses.

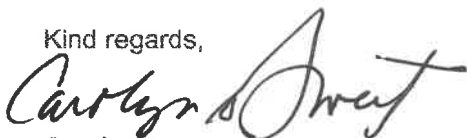
Railroad Square will be activated through the promotion of the arts and supporting activities. This will include an artist vending market, live performances, and art installations, such as temporary parkettes that help artists, nonprofits, and businesses promote their mission, upcoming events, and other relevant information. 'Parkettes' will provide space for temporary additional seating in the square, some accompanied by a piece of art, while other parkette installations will promote family-friendly activities. We will provide an opportunity for artists to vend their products from both 10x10 booths and in smaller spaces. Only artists directly selling their own creations will be permitted to vend art. Attendees will be encouraged to visit other activities in the downtown through a map, advertising, and promotion of other events.

It is our intention to facilitate the inclusion of all community groups in Keene First Friday. Organizations and businesses will be offered an opportunity to promote their work in an innovative way that supports the intention of the event. While some traditional style 'tabling' may at times be necessary, First Friday Art Hop will support interested participants in preparing parkettes to promote their work. Food will be considered an art and the events will promote local food. Limited local snack food vending in the Square will not compete with downtown restaurant offerings and restaurants will be invited to participate through concurrent specials or the promotion of the arts at their location and these will be listed on the event map.

Partners: Machina Arts, LLC., Arts Alive, Monadnock Buy Local, The Colonial Theater, Monadnock Music, local artist Jim Murphy, Local chef Jordan Scott, and facilitated by Carolyn Sweet, Community and Economic Development Consultant for Machina Arts, LLC.

Thank you for your consideration.

Kind regards,



Carolyn Sweet

First Friday Program Developer, on behalf of Machina Arts, LLC. and partners



City of Keene, N.H.
Transmittal Form

June 4, 2018

TO: Mayor and Keene City Council

FROM: Anthony & Fanella Levick - Granite Roots Brewing

THROUGH: Patricia A. Little, City Clerk

ITEM: 2.

SUBJECT: Anthony & Fanella Levick/Granite Roots Brewing - Request to Sell Beer at Keene Farmer's Market

COUNCIL ACTION:

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.

ATTACHMENTS:

Description

Communication - Levick

Background - Peters

BACKGROUND:

Granite Roots Brewing is submitting their annual request to sell beer produced by them at their nano brewery at the Farmers Market of Keene. The Liquor Commission requires that the governing body give permission for this sale every year.

Granite Roots Brewing
Located at 244 North Main St Troy NH
Mailing Address 545 West Hill Rd
Troy NH
03465

Mayor of Keene
Town Hall
City of Keene, NH
03431

June 1, 2018,

Dear Mayor of Keene, We are writing to you today to ask for permission to sell our beer produced by us at our Nano Brewery , Granite Roots, at The Farmers Market of Keene. We have been selling beer there for the last three years.

We have asked the Farmers Market of Keene to send a letter of permission to you once again, and they have done so.

The New Hampshire Liquor Commission requires that we apply every year that we wish to sell our beer at the market.

We do not wish to sample the beer at the market, just sell it. We would like to sell our beer in 16 ounce and 22 ounce glass bottles and 16 oz cans.

The New Hampshire Liquor Commission requires a letter from you, stating your approval and our attendance at the Farmers Market of Keene on Saturdays beginning July 23, 2018 to October 10, 2018 from 9 am to 1 pm.

Thank you for your attention to this matter.

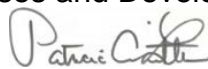
Yours sincerely,

Handwritten signatures of Anthony and Fenella Levick in cursive script.

Anthony & Fenella Levick owners of Granite Roots Brewing

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.

Handwritten signature of Patricia Castle in cursive script.
City Clerk

Farmers' Market of Keene
PO Box 425
Keene NH 03431

RECEIVED
CITY OF KEENE

MAY 31 2018

OFFICE OF
CITY CLERK

City of Keene NH
City Council
3 Washington Street
Keene, NH 03431

May 21, 2018

To Whom it May Concern,

The Farmers' Market of Keene has once again allowed Granite Roots Brewery, 545 West Hill Road, Troy, NH, to sell both 16 oz bottles of beer and 16 oz cans, as well as 22 oz bottles of beer, at the market this season.

Signed,

A handwritten signature in cursive script that reads "Susan Peters". The signature is written in black ink and is positioned above the printed name.

Susan Peters

Farmers' Market of Keene Co-Coordinator



External Communication
Transmittal Form

July 12, 2018

TO: Planning, Licenses and Development Committee

FROM: Jesse O'Bryan - Branch and Blade Brewing Company

THROUGH: Patricia A. Little, City Clerk

ITEM: 3.

SUBJECT: Jesse O'Bryan/Branch and Blade Brewing Company - Request to Sell Beer at the Keene Farmer's Market

ATTACHMENTS:

Description

Communication - O'Bryan

BACKGROUND:

Branch and Blade Brewing Company, Inc. is submitting a request to sell beer produced by them at the Farmers Market of Keene. The Liquor Commission requires that the governing body give permission for this sale every year. A copy of the approval of the Keene Farmer's Market is included with their request.



Branch and Blade Brewing Company
17 Bradco Street
Keene, NH 03431

June 11, 2018

Keene City Council
3 Washington Street
Keene, NH 03431

To whom it may concern,

Branch and Blade Brewing Company Incorporated is seeking permission to sell 16oz (1 pint) cans of their approved brands at the Keene Farmers Market. These brands are grouped into four packs (four 16oz cans), and will be sold directly at retail prices previously approved by the state.

We received permission from the Keene Farmers market on May 29th, 2018 via email. This email approval was forwarded to plittle@ci.keene.nh.us on June 11th, 2018.

If there are any questions regarding this request, please do not hesitate to reach out via the email or phone number below.

Regards,

6/11/18

Jesse O'Bryan
Vice President
Branch and Blade Brewing Company Inc.
845-866-6183
Jesse@babbbrewing.com

----- Forwarded message -----

From: **Keene Farmers' Market** <keenefarmersmarket@gmail.com>

Date: Tue, May 29, 2018 at 7:50 AM

Subject: Re: Branch and Blade Vendor Application

To: Brewery Info <info@babbrewing.com>

Hi Danae - We wanted to let you know that you have been approved to vend at the Keene Farmers Market on Tuesdays.

Please let us know when you will start attending.

Thanks!

Susan



City of Keene, N.H.
Transmittal Form

May 30, 2018

TO: Mayor and Keene City Council

FROM: Peggy Schaffler - Country Life

THROUGH: Patricia A. Little, City Clerk

ITEM: 4.

SUBJECT: Peggy Schaffler/Country Life - Use of City Property - Sandwich Board Sign

COUNCIL ACTION:

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.

ATTACHMENTS:

Description

Communication - Country Life

BACKGROUND:

The owner of Country Life Vegetarian Restaurant is requesting permission for the placement of a portable sandwich board sign on City property located at the corner of Roxbury Street and Main Street for wayfaring purposes.



In City Council June 7, 2018.
Referred to the Planning, Licenses and Development
Committee.

Patricia Costello
City Clerk

May 29, 2018

Country Life Restaurant
& Health Food Store LLC

City of Keene
3 Washington Street
Keene NH 03431

Regarding: Permission to place sign on city property

To whom it may concern:

I am writing on behalf of Peggy Schauffler owner of the Country Life Vegetarian Restaurant located at 15 Roxbury St. in Keene. We are asking the city's permission to post a "sandwich board" style sign on the city property shown in the location marked on the attached sketch.

The proposed location, on the corner of Roxbury and Main Streets is across from Rymes Oil and would be in front of the city's utility box. The owner of that building has give her approval for placing the sign in front of her building (see attached).

We are also attaching a certificate of liability insurance showing the City of Keene as a certificate holder.

Please let me know how to proceed in obtaining the city's approval. Thank you.

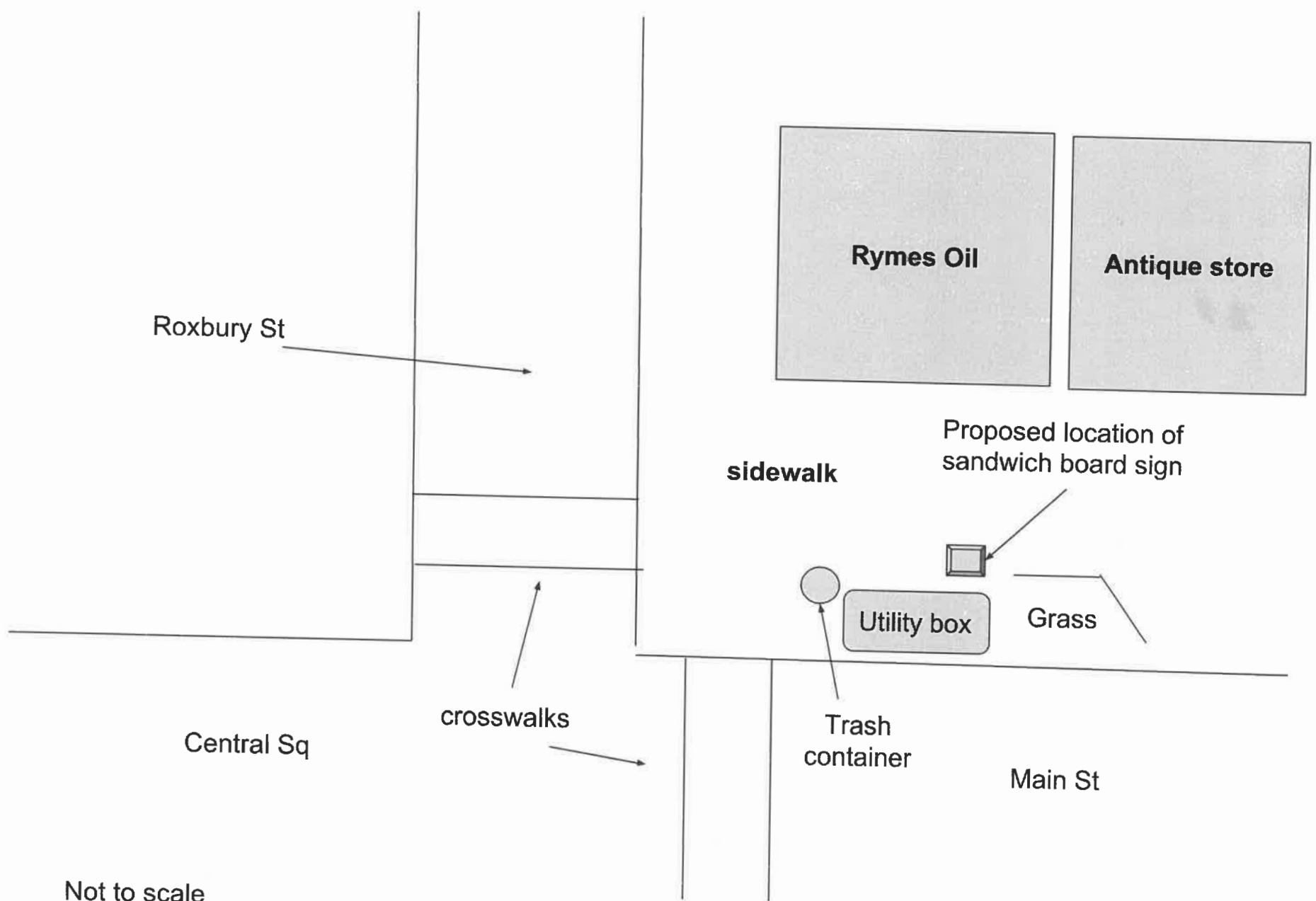
Julie Weisberg

Julie Weisberg
Keene Website Developers
(603) 313-3236

Peggy Schauffler

Peggy Schauffler
Country Life Vegetarian Restaurant

3 attachments



Roxbury St

Rymes Oil

Antique store

sidewalk

Proposed location of sandwich board sign

Utility box

Grass

Trash container

Main St

Central Sq

crosswalks

Not to scale



david weisberg

Country Life Restaurant request about a sidewalk sign

Jane Osgood
To: david weisberg
Cc:

Wed, Oct 25, 2017 at 10:09 AM

We approve the sign.

Jane

Jane E. Osgood
State and Main Associates
PO Box 27
85 Main Street
Windsor, Vermont 05089
(o) 802-674-5768
(c) 802-230-8386

Sent from my iPad

[Quoted text hidden]

<street-sign-example.jpg>

<sign-24x36-sidewalk-country-life-restaurant.pdf>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kapiloff Insurance Agency, Inc. 417 Winchester Street Keene NH 03431		CONTACT NAME: Brittnie Stockton PHONE (A/C No, Ext): (603)352-2224 E-MAIL ADDRESS: bstockton@kapiloff.com		FAX (A/C, No): (603)357-1217	
INSURED Country Life Restaurant & Health Food Store, LLC 15 Roxbury Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Mount Vernon Insurance Company			
		INSURER B: Amtrust North America			CCLLC
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1791505313 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				08/19/2017	08/19/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$	
	DED RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				11/05/2016	11/05/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Keene is an additional insured in regards to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Keene

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brittnie Stockton

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Keene, N.H.
Transmittal Form

May 29, 2018

TO: Mayor and Keene City Council

FROM: Kevin Dremel

THROUGH: Patricia A. Little, City Clerk

ITEM: 5.

SUBJECT: Kevin Dremel - Use of City Property - Keene Music Festival

COUNCIL ACTION:

In City Council June 7, 2018.

Referred to the Planning, Licenses and Development Committee.

ATTACHMENTS:

Description

Communication - Keene Music Fest

BACKGROUND:

Kevin Dremel is requesting the annual license to hold the Keene Music Festival on September 1, 2018. This is a designated Community Event.

In City Council June 7, 2018.
Referred to the Planning, Licenses
and Development Committee.

 City Clerk

63 Emerald St, #363
Keene, NH 03431
<http://www.keenemusicfestival.org>

May 25, 2018

The Honorable Mayor and City Council
Keene City Hall
3 Washington Street
Keene, NH 03431

Re: 18th Annual Keene Music Festival

The Keene Music Festival wishes to sponsor the 18th Annual Keene Music Festival on Saturday, September 1st, 2018, 2018. The scheduled hours for performances and other activities are 10:00 AM until 10:30 PM; inclusive of set up and tear down time.

As with the seventeen previous events, we are seeking permission to use the common area and bandstand in Central Square, Railroad Square and those sections of the following sidewalks that are located within the Downtown area: Main Street, Washington Street, Lamson Street and Gilbo Avenue. Musicians, merchants and city permitted restaurants will use the sidewalks. In no instance will a sidewalk be blocked in a manner that restricts pedestrian traffic. In addition to these locations, City Tire Company (124 Main Street), Lindy's Diner, as well as other possible downtown businesses, will also be designated as performance venues. We would like to request and reserve the use of parking metered spaces #'s 164, 166, 168, 170, 172, and 174 on Main Street in front of the City Tire Company. The Main Street metered spaces are being requested to serve as a staging area to allow the sound crew to prepare equipment to be set up in the City Tire Company parking lot; and could be opened for use later in the day.

While we do not request that Railroad Street, from Main Street to the parking garage, be officially closed, we are asking that the Public Works Department please provide us with adequate barriers for that eventuality. If the Keene Police Department determines that there is a safety issue, we will close the street with the barricades. We are also requesting

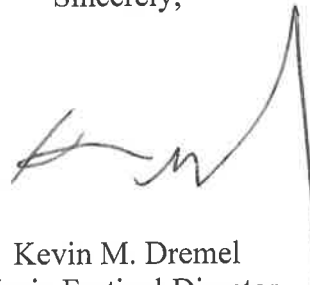
to place a stage at Lamson Street; in the area between Main Street and the sidewalk. We would request access to portable safety barriers to place at the entrance to Lamson Street to serve as a buffer between Main Street and the performers. The performance area would be designed to fit within the area between Main Street and the sidewalk adjacent to Lamson Street.

As with prior years, and in a manner consistent with community event protocol, we ask that the City please give due consideration to absorbing any additional cost of Police Officers and Fire Department Medical Personnel for the day. We are requesting that Police and Fire Department Personnel be detailed to the event between the hours of 11:00 AM and 10:30 PM.

As required, we will provide a \$1Milion certificate of insurance to the City, and work closely with City staff to ensure that this is a safe and enjoyable event.

Our previous Music Festivals have always been a great success. There have been no public issues; the performances have been amazing, and the crowds' orderly. As in previous years, Keene Music Festival does not consider or accept outside vendor applications. We prefer to encourage our guests to explore local businesses and shops as they enjoy the music. Events such as this add to the vibrancy of our Downtown area and the City in general and help Keene to be the exceptional place that it is. We thank you in advance for your continued consideration and support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin M. Dremel', with a long vertical line extending downwards from the end of the signature.

Kevin M. Dremel
Music Festival Director



City of Keene, N.H.
Transmittal Form

May 29, 2018

TO: Planning, Licenses and Development Committee

FROM: Jack Wozmak, Airport Manager

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 6.

SUBJECT: Connecticut National Guard - Request to Conduct Air Drops - Dillant Hopkins Airport

RECOMMENDATION:

Recommend that the City Manager be authorized to do all things necessary to enter into a Memorandum of Understanding with the State of Connecticut Military Department Air National Guard 103D Airlift Wing to conduct air-drop operations at the Dillant-Hopkins Airport.

ATTACHMENTS:

Description

National Guard MOU

BACKGROUND:

The Connecticut National Guard has for years visited the Airport to practice low approaches and other flyover exercises. Over the past year or more, Airport management and the (then) Airport Advisory Commission were supportive to furthering discussions to allow the Connecticut National Guard to conduct practice airdrops at the airport. The National Guard is a great fan of the Dillant Hopkins Airport due to its large acreage and its welcoming attitude for this type of use. Airport management feels it is consistent with our national obligations as a public airport to provide whatever assistance is appropriate for national defense and humanitarian missions. The so-called 'drop zones' are carefully scoped out to avoid causing damage or disruption to normal operations. Drops take place outside the safety areas of runways. The National Guard will notify the Airport 7 days in advance of contemplated practice drops and will work closely with Airport staff to communicate and minimize any disruption to normal operations. They have already had one successful test drop to assure the planning was effective and safe. The drop area is located well away from occupied buildings and persons. These exercises are an awesome event to witness and it provides great viewing from the restaurant and the outside viewing areas. Airport management is in support of this use as was the Airport Advisory Commission.

The Connecticut National Guard seeks City Council approval of this MOU as a matter of technical compliance. If any damage was caused during these events, the Federal government has a usual and customary claims process to cover any damage or liability. There is no exceptional burden on airport staff.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KEENE DILLANT-HOPKINS AIRPORT
AND
THE STATE OF CONNECTICUT MILITARY DEPARTMENT
FOR
USE OF GRANITE DROP ZONE
BY
THE CONNECTICUT AIR NATIONAL GUARD 103D AIRLIFT WING

ARTICLE I – PURPOSE.

This Memorandum of Understanding is entered into by and between the State of Connecticut Military Department, Adjutant General Thaddeus J. Martin, duly authorized IAW Connecticut General Statutes, Section 27-20, and the City of Keene Dillant-Hopkins Airport, Municipal Airport Manager on behalf of the Keene City Council, duly authorized by Minutes and/or Board Resolution (enclosure 1), for the non-exclusive use of approximately 115 acres of land, including runways and taxiways, located at the Dillant-Hopkins Airport, 80 Airport Road, Keene, NH, 03431-4455, as a drop zone (referred to as Granite DZ), by the Connecticut Air National Guard 103D Airlift Wing for the purposes of military training under Title 32, United States Code, Section 502.

ARTICLE II – AUTHORITY.

a. The use of the City of Keene Dillant-Hopkins Airport by the 103D Airlift Wing, with the express permission of the Keene Dillant-Hopkins Airport Authority, will be less than substantial and as provided under the provisions of Title 49, United States Code, Section 47107.

b. The Connecticut Air National Guard's 103d Airlift Wing, conducts military training under the authority of Title 32, United States Code, and is considered "self-insured" under circumstances prescribed by the Federal Tort Claims Act, Title 28, United States Code, Sections 2671 et seq., and as implemented by Air Force Regulations.

c. Nothing in this agreement limits the right of the signatory to file claims under applicable Federal laws and regulations for compensation or reimbursement for loss or damage to real or personal property or personal injury arising out of the operations permitted in this agreement.

ARTICLE III - UNDERSTANDING OF THE PARTIES.

a. 103d Airlift Wing will:

1. Contact the Airport Manager to schedule use 7 days in advance.

2. Provide a drop zone control officer to authorize airdrop operations based on on-site conditions.

3. Provide a ground crew to recover and remove all bundles.

4. Operate within established parameters and guidelines for safe operations on the ground as well as while operating in the airspace.

b. Keene Dillant-Hopkins Airport Manager will:

1. Acknowledge all scheduling requests.

2. Keep Granite Drop Zone clear of vehicles/property during scheduled drop times to the maximum extent possible.

ARTICLE IV - GENERAL PROVISIONS.

a. Points of Contact. The following points of contact will be used by the parties to communicate in the implementation of this MOU. Each party may change its point of contact upon notice to the other party.

1. For the 103d Airlift Wing: (Primary) Colonel Stephen R. Gwinn, Commander 103d Airlift Wing, stephen.r.gwinn.mil@mail.mil (Alternate) Colonel Roy V. Walton, Vice Commander, 103d Airlift Wing, roy.v.walton.mil@mail.mil

2. For Keene Dillant-Hopkins Airport: Mr. Jack Wozmak – Airport Manager, jwozmak@ci.keene.nh.us

b. Funds and Manpower. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority. This MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate, the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of Title 31, United States Code, Section 1341.

c. Enforcement. Nothing in this MOU may be construed to obligate the State of Connecticut Military Department, the Connecticut Air National Guard 103d Airlift Wing or the United States to any current or future expenditure of resources. Each party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner, as consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by

any party against the State of Connecticut or the United States, their agencies, officers, or any person.

d. Modification of MOU. This MOU may only be modified by the written mutual agreement of the Parties, duly signed by The Adjutant General, State of Connecticut and the Keene Dillant-Hopkins Airport Manager (signatories to this MOU).

e. Termination. This MOU may be terminated in writing at will by either Party.

f. Transferability. This MOU is not transferable.

g. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

h. Severability. Nothing in this MOU is intended to conflict with current law, regulation, or Air Force policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

i. Effective Date. This MOU takes effect beginning on the day after the last Party signs.

j. Expiration Date. This MOU expires 1 January 2021.

k. Termination of Previous MOU. This MOU terminates and supersedes the previously signed agreement between the same parties with the subject Limited Maneuver License.

ARTICLE V - EXECUTION BY THE PARTIES.

THADDEUS J. MARTIN
Major General
State of Connecticut Military Department

Elizabeth A. Dragon
City Manager
City of Keene, Dillant-Hopkins Airport

DATE: _____

DATE: _____

ARTICLE VI – REVIEW.

APPROVED AS TO FORM: _____
Office of the Attorney General
State of Connecticut

DATE

ENCLOSURE:
Keene City Council minutes of approval