



Due to COVID-2019 State of Emergency, the City Council will be holding its meetings remotely using the web-based program, Zoom. City Councilors will be participating in this meeting remotely. Members of the public will be able to assess this public meeting through a variety of options, described below. If you encounter any issues accessing this meeting, please call 603-757-0622 during the meeting. To view this Planning Licenses and Development Committee meeting, please navigate to [www.zoom.us](http://www.zoom.us) and enter the Meeting ID# 872 1618 6119. To listen via telephone call 877-853-5257 and enter the Meeting ID # 872 1618 6119.

**PLANNING, LICENSES AND  
DEVELOPMENT COMMITTEE**

**AGENDA**

**Council Chambers A**

**October 7, 2020**

**7:00 PM**

Kate M. Bosley, Chair  
Mitchell H. Greenwald, Vice Chair  
Philip M. Jones  
Gladys Johnsen  
Catherine Workman

1. REPORT OUT: Trax Club – Request to Use City Property – Railroad Square
2. Firstlight Fiber Request to Install Conduit in the Arch Street Right-of-Way - City Engineer
3. Social Host Ordinance - 2nd Draft

**MORE TIME ITEMS:**

- A. Relating to Social Service and Congregate Care Uses and License  
Ordinance O-2019-13  
Ordinance O-2019-14
- B. Tad Schrantz/The Colonial Theatre Group – Various Licenses Needed for the Renovation and Addition to the Colonial Theatre

Non Public Session  
Adjournment



City of Keene  
*Transmittal Form*

October 5, 2020

**TO:** Planning, Licenses and Development Committee

**FROM:** Donald R. Lussier, P.E., City Engineer

**THROUGH:** Elizabeth A. Dragon, City Manager

**ITEM:** 2.

**SUBJECT:** Firstlight Fiber Request to Install Conduit in the Arch Street Right-of-Way - City Engineer

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**RECOMMENDATION:**

Move that the Planning, License and Development Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a revocable license agreement with TVC Albany, Inc., D/B/A Firstlight Fiber for the installation of conduit, cabling and associated appurtenances (licensed property) within the Arch Street Right-of-Way, subject to the following conditions:

1. The Licensed area shall be in the approximate location between two existing Consolidated Communications poles (Nos 134 & 30/36), with final locations to be approved by the Public Works Director.
2. Licensee is responsible for all costs associated with the installation, maintenance or repair of licensed property and the restoration of any area(s) which may be disturbed to the satisfaction of the City.
3. Licensee shall coordinate with and obtain approval from the New Hampshire Department of Transportation (NHDOT), Bureau of Rails, for the placement of equipment within the former railroad corridor. Any fees imposed by the NHDOT will be paid by the Licensee.
4. Licensee is required to obtain all required Federal, State and local permits, including but not limited to a City excavation permit, prior to performing any work.
5. Licensee shall be required to obtain an encumbrance or excavation permit from the City of Keene prior when performing any construction activity, maintenance tasks or accessing the licensed property in such a way that will obstruct public use of the right of way.
6. If the City requires the licensed property to be relocated or removed for any reason, Licensee shall perform such work and the cost of this work is the responsibility of the Licensee.
7. Licensee is responsible for the payment of any properly assessed real property or personal property taxes associated with its use and occupancy of the right-of-way in accordance with RSA 72:23, I (b), when due, failing which this license may be terminated.
8. Licensee agrees to allow any third-party to co-locate their cabling and equipment within the licensed property. Licensee shall be entitled to collect usual and customary lease fees from any such third party.
9. Licensee agrees to allow the Licensor to co-locate cabling and equipment within the licensed property and shall reserve not less than one (1) innerduct for such use. The Licensee will not be entitled to any

lease fee or use charges as a result of such use by the Licensor.

10. Licensee agrees to indemnify, defend, and hold the City, its officers, officials, agents, employees, successors and assigns (collectively "City"), harmless from and against any claims, costs, losses, damages, causes of action, personal injuries, property damage (including any damage to the Premises), legal and administrative proceedings, liabilities, defenses, penalties, fines, liens, judgments, and expenses (including all costs, attorney(s)' fees and related expenses), whether at law or in equity relating to or arising from the use of the Premises by Licensee. Licensee shall hold the City harmless for any claim, demand, cost or expense arising from or related to the licensed property, including but not limited to any damage to the licensed property whether caused by the City or by any third party.
11. In any action brought by the City to enforce the terms of this License, the City shall be entitled to recover its costs, expenses, and reasonable attorney(s)' fees from Licensee. The terms stated at paragraph 9 shall survive the termination of this License.
12. Licensor may terminate this license for any reason upon ninety (90) days' prior written notice to Licensee. Licensee shall remove the licensed property and restore any disturbed areas to the satisfaction of the City within thirty (30) days of such termination.

#### ATTACHMENTS:

Description

Request Letter

#### **BACKGROUND:**

FirstLight has requested a license to install conduit and utility structures between two existing telecommunication poles near the historic stone arch railroad bridge on Arch Street. If approved, the conduit will be bored under the overpass tunnel.

In exchange for use of the public way, FirstLight has agreed to allow other broadband providers to use the proposed conduit in order to access their customers and would be willing to discussion provision of services to business along the route. Staff recommends that their petition be approved, subject to the listed conditions.



September 24, 2020

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

Re: Request of FirstLight Fiber for permission to install conduit in City right of way

Dear Council Members,

FirstLight Fiber is provider high-speed data, internet, data center, voice services and other cloud-based information services to enterprise and carrier customers in New Hampshire and other states in the Northeast. In the past several years, FirstLight has acquired several communications companies that constructed facilities and provide services in Keene, including segTEL, G4, Sovernet, 186 Communications and New Hampshire Optical Systems.

FirstLight respectfully requests the City Council's permission to install a telecommunications conduit along Arch Street/Chelshire Rail Trail Arch. The 2" HDPE conduit will be directional drilled, starting at pole 134 and continuing under the underpass to pole 30. approximately 600' This installation will allow FirstLight to provide redundant paths for data, voice and colocation services for customers in NH&VT. The attached drawing illustrates where the work will take place.

FirstLight will work closely with the City of Keene's Public Works Department to ensure this installation meets all required standards.

Thank you for your consideration of this request. If you need additional information, feel free to contact me at [wgray@firstlight.net](mailto:wgray@firstlight.net) or 802-373-4319

Kind regards,

William Gray  
Engineering and Construction Manager  
Cc: Elizabeth Dragon, City Manager



## METHOD OF PROCEDURE

**DATE:** 7/17/20

**CONTACT:** William Gray

**PHONE:** Office      Cell 802 373 4319

**EMAIL:**

**SUBJECT:** Method of procedure for installation of fiber optic telecommunications cabling at **Arch Street RR Underpass**

**JOB ID #: SO#: 110222**

Starting at the riser pole 134, located on the East side of the underpass, FirstLight will directional bore a fiber cable to the riser pole on the West side of the underpass, pole 30.

The distance from pole 134 to the East side abutment is about 225'. The underpass is about 165'. The distance from the West side abutment to riser pole 30 is about 204'

Upon completion, all disturbed areas will be restored to original condition. In addition, all work shall be performed by FirstLight personnel in a safe and workman-like manner. Any/all refuse, debris, and waste materials shall be removed from the work site upon completion.

**Proposed by:** John Hanlon

**Print Name:** John Hanlon

**Title:** Outside Plant Engineer

**Company:** FirstLight

**Date:** 7/17/20

**Accepted by:** \_\_\_\_\_

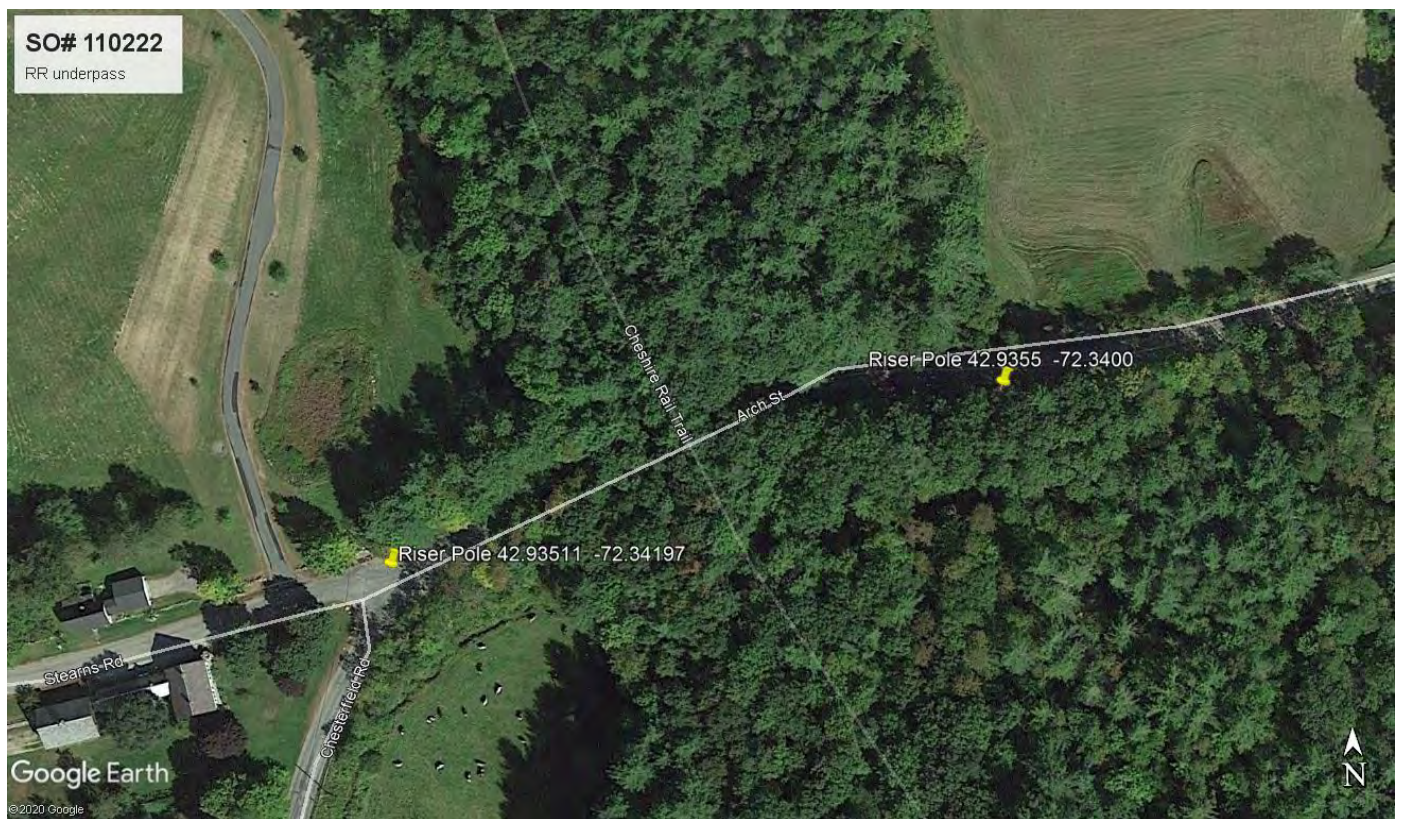
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_





Aerial Overviews





Riser Pole on the East side of the underpass



Looking West from the riser pole 134





Looking West



East side abutment





Riser pole on the west side of the underpass





Looking East from riser pole 30



West side abutment





Looking through the underpass from the West side





City of Keene  
*Transmittal Form*

October 5, 2020

**TO:** Planning, Licenses and Development Committee

**FROM:** Thomas P. Mullins, City Attorney

**ITEM:** 3.

**SUBJECT:** Social Host Ordinance - 2nd Draft

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**RECOMMENDATION:**

The attached 2nd draft Social Host Ordinance is provided for review, discussion, and further recommendation.

**ATTACHMENTS:**

**Description**

Social Host Ordinance\_No Redline

Social Host Ordinance\_Redlined

Proposed Police Community Liaison position

**BACKGROUND:**

A draft Social Host Ordinance was discussed at the September 23, 2020, meeting of the Planning, Licenses and Development Committee and placed on more time to allow for further revision. The attached 2nd draft of a Social Host Ordinance incorporates comments received from the Committee, City staff, and members of the public. Attached is a redlined 2nd draft that shows additional defined terms to the Definitions section, revision to the Penalty section, and clarifying edits overall. This 2nd draft is submitted for further review, discussion, and recommendation.

## CHAPTER 66

### ARTICLE VIII - HOST RESPONSIBILITIES OF PARTIES IN RESIDENTIAL AREAS

#### Sec. 66-156 - Definitions:

*Apartment* means a room or a group of rooms constituting a Dwelling Unit within a structure containing at least one other Dwelling Unit, and includes a duplex, townhouse, or condominium.

*Apartment Complex* means a multi-family development containing one or more buildings that have at least four Apartments.

*Common Area* means the land on which the building is located; roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, areas or rooms intended for communal gatherings, and entrances and exits of the building; the basements, yards, gardens, decks, patios and parking areas; and all other parts of the property normally in common use.

*Dwelling Unit* means a single unit providing complete independent living facilities for one or more Persons, including permanent facilities for sleeping, cooking, and sanitation.

*Excessive Noise* means any noise as more specifically defined in Chapter 66, Article V, of the City Code which annoys, disturbs, injures or is likely to endanger the comfort, repose, health, peace or safety of others that can be heard across property lines or enters a residence other than the residence from which the noise originated.

*Guest* means any Person who attends a party other than the Host, whether invited or not.

*Host* means a Person who invites or allows other Persons to gather or remain at his personally owned Residence, or at a Residence he has a lawful right to occupy or control, for a Party.

*Lodging house* means any dwelling for more than four unrelated persons, which lets sleeping accommodations for a transient or permanent basis, without personal care services, with or without meals, but without separate cooking facilities for individual occupants.

*Manager* means a person or entity other than an Owner charged with the duty and the responsibility of managing the day to day operation of an Apartment or Apartment Complex.

*Owner* means the owner of record of the Residence as recorded in the Cheshire County Registry of Deeds.

*Party* means a planned or unplanned gathering of Persons for any purpose, and includes a House Party defined by RSA 644:18.

*Person* means any natural person.

*Residence* means a single family residence containing one Dwelling Unit, or an Apartment or Lodging House, and encompasses the entire premises of a Residence, including the building, garage, carport, driveway and yard, and any immediately adjacent or internal common area, parking areas, sidewalks and streets.

*Residential area* means an area:

- (1) That is within a residential zoning district as defined by the City Zoning Ordinance in which a Residence is permitted; or

- (2) Within which, in a one-block area, a majority of the buildings are designed or used for residential purposes, such as one-family or two-family dwellings, apartments, townhomes and condominiums.

*Unruly gathering* means a gathering of five or more Persons which is conducted on or within a Residence in a Residential Area and which, by reason of the conduct of those Persons in attendance, results in the occurrence of more than one of the following conditions or events on public or private property; rioting; the unlawful sale, furnishing, possession or consumption of alcoholic beverages or drugs; the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disorderly conduct; public urination or defecation; or violation of any applicable fire code or building code.

Sec. 66-157 - Responsibilities of Hosts, Guests, Owners or Managers of a Residence, including Apartments and Apartment Complexes:

- (a) It is unlawful for a Host to fail:
  - (1) To ensure that Excessive Noise is not produced from the Host's party;
  - (2) To ensure that any alcoholic beverages provided or served at the Host's party are controlled in a manner that ensures the alcoholic beverage laws are not violated;
  - (3) To advise his Guests that streets and driveways cannot be blocked by vehicles of Persons attending the Host's party;
  - (4) To prevent the Party from becoming an Unruly Gathering.
- (b) It is unlawful for a Person attending a Party to participate in, or condone, conduct that arises to the definition of an Unruly Gathering.
- (c) It is unlawful for the Owner or Manager of an Apartment or an Apartment Complex to knowingly allow an Unruly Gathering to occur or continue in a Common Area.
- (d) It is not a defense to prosecution for violations of any law or ordinance that a security officer or officers hired for a Party failed to properly fulfill the Host's duties in subsection (a) of this section.
- (e) If a police officer determines that a Party has become an Unruly Gathering, the police officer may order all Persons not residing at the Residence to leave immediately. Any Person who fails or refuses to abide by such an order commits an offense under this Ordinance.

Sec. 66-158 - Notice of Unruly Gathering:

Within 3 business days after a police officer responds to a Residence on a complaint of an Unruly Gathering which results in the issuance of a penalty for a first offense, or the issuance of any subsequent penalty, the Keene Police Department shall send to the Owner by mail, or by email if known, a notice of the occurrence of the Unruly Gathering, and a summary report of the police response.

Sec. 66-159 – Penalty:

- (a) First Offense: A fine of \$300.00 to be served on the Host , or served on any Person committing a violation of this Ordinance who continues to do so after a verbal warning to the Person to cease and desist.
- (b) Second offense: A fine of \$500.00 to be served on the Host.



(c) Third and subsequent offenses: A fine of \$1,000.00 to be served on the Host.

The sequence of penalties that may be imposed under this section shall be in effect against the Host or the Person for one year from the date of the service of a written warning, after which date the sequence of penalties shall be reset annually each year thereafter; provided, however that the penalties designated in this section may be cumulative, and may be imposed sequentially by the police officer for an Unruly Gathering that the Host continues after a first offense, and after the imposition of the penalty for each subsequent offense if the police officer is required to respond to the same Unruly Gathering multiple times the same day of the Unruly Gathering.

Sec. 66-160 - Enforcement of other laws:

Nothing in this Article shall be deemed to restrict or limit a law enforcement officer's authority to enforce the criminal laws, including but not limited to rioting, disorderly conduct, littering, parking and alcohol-related offenses against any Person or Persons who violate the criminal laws.

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## CHAPTER 66

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*Host* means a Person who invites or allows other Persons to gather or remain at his personally owned Residence, or at a Residence he has a lawful right to occupy or control, for a Party.

*Lodging house* means any dwelling for more than four unrelated persons, which lets sleeping accommodations for a transient or permanent basis, without personal care services, with or without meals, but without separate cooking facilities for individual occupants.

*Manager* means a person or entity other than an Owner charged with the duty and the responsibility of managing the day to day operation of an Apartment or Apartment Complex.

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- (2) Within which, in a one-block area, a majority of the buildings are designed or used for residential purposes, such as one-family or two-family dwellings, apartments, townhomes and condominiums.

*Unruly gathering* means a gathering of five or more Persons which is conducted on or within a Residence in a Residential Area and which, by reason of the conduct of those Persons in attendance, results in the occurrence of more than one of the following conditions or events on public or private property; rioting; the unlawful sale, furnishing, possession or consumption of alcoholic beverages or drugs; the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disorderly conduct; public urination or defecation; or violation of any applicable fire code or building code.

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- (1) To ensure that Excessive Noise is not produced from the Host's party;
  - (2) To ensure that any alcoholic beverages provided or served at the Host's party are controlled in a manner that ensures the alcoholic beverage laws are not violated;
  - (3) To advise his Guests that streets and driveways cannot be blocked by vehicles of Persons attending the Host's party;
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- (d) It is not a defense to prosecution for violations of any law or ordinance that a security officer or officers hired for a Party failed to properly fulfill the Host's duties in subsection (a) of this section.
- (e) If a police officer determines that a Party has become an Unruly Gathering, the police officer may order all Persons not residing at the Residence to leave immediately. Any Person who fails or refuses to abide by such an order commits an offense under this Ordinance.

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Within 3 business days after a police officer responds to a Residence on a complaint of an Unruly Gathering which results in the issuance of a ~~written warning, penalty for a first offense, or the issuance of any subsequent penalty~~, the Keene Police Department shall send to the Owner by mail, or by email if known, a notice of the occurrence of the Unruly Gathering, and a summary report of the police response.

Sec. 66-159 – Penalty:

- (a) ~~First Offense: Written warning by the police officer to the Host to cease immediately an Unruly gathering.~~
- (b) ~~Second-First Offense: A fine of \$300.00 to be served on the Host after the issuance of a written warning, or served on any Person committing a violation of this Ordinance who continues to do so after a verbal warning to the Person to cease and desist.~~
- (c) ~~Third~~Second offense: A fine of \$500.00 to be served on the Host.



(~~dc~~) ~~Fourth~~Third and subsequent offenses: A fine of \$1,000.00 to be served on the Host.

The sequence of penalties that may be imposed under this section shall be in effect ~~against the Host or the Person~~ for one year from the date of the service of a written warning, after which date the sequence of penalties shall be reset annually each year thereafter; provided, however that the penalties designated in this section may be cumulative, and may be imposed sequentially by the police officer for an Unruly Gathering that the Host continues after a ~~written warning to cease and desist~~ first offense, and after the imposition of the penalty for each subsequent offense if the police officer is required to respond to the same Unruly Gathering multiple times the same day of the Unruly Gathering.

Sec. 66-160 - Enforcement of other laws:

Nothing in this Article shall be deemed to restrict or limit a law enforcement officer's authority to enforce the criminal laws, including but not limited to rioting, disorderly conduct, littering, parking and alcohol-related offenses against any Person or Persons who violate the criminal laws.



~~DRAFT~~

**Job Title:** Police Community Liaison Specialist  
**Department:** Police  
**Reports To:** Designated Supervisor (*Commander, Special Services*)  
**Salary Grade:** S-7(?)  
**Union Status:** *Non-Union*  
**FLSA Status:** Non-exempt  
**Approval Date:** TBD  
**Revision Date:** TBD  
**Approved By:**

### SUMMARY

Design, develop and administer programs to promote positive relationships between permanent residents, ~~and the student populations, in Keene, Keene State College, the City of Keene, and property owners.~~

### ESSENTIAL DUTIES AND RESPONSIBILITIES.

- Design, develop and administer *programs, processes, procedures, relationships, and databases that enhance quality of life initiatives between the City of Keene, Keene State College, students, residents, and property owners.* ~~programs to promote positive relationships between permanent and student populations in Keene.~~
- Implements, evaluates, and provides overall management of outreach programs to students, ~~and~~ permanent residents, *college staff, and property owners.* Responsible for work strategies, *policies, procedures, and preparation of final reports,* and managing program budgets.
- Participates with established joint work teams created to address commonly identified goals and coordinates implementation of goals and tasks. Maintains and enhances link with City and Keene State staff to advance common goals. Acts as a point of contact in resolving student, permanent resident *and property owner* controversies by making referrals, providing advice/coaching to involved parties including preparing responses for City/Keene State leadership. Acts as a conduit to establish direct relationships with students, ~~and~~ permanent residents *and property owners.* Creates and implements processes for information exchange among students, ~~and~~ permanent residents, City staff, ~~and~~ Keene State College, *and property owners* to strengthen relationships and obtain stakeholder perspective on issues, business decisions, and policy implementation.
- Stays abreast of property owner/tenant issues and resources available on campus and in the community.
- Is available to attend appropriate meetings for the City, Keene State College, neighborhood groups, collaborative task forces, and public forums. Works with property owners/managers on issues associated with education, code enforcement, parking, neighbor relations, and local ordinances.
- Stays knowledgeable of property owner/tenant issues and resources available on campus and in the community. Develops program evaluation systems for outcome measurements and benchmarks; modifies and develops programs to improve services to meet community needs.
- Maintains familiarity with city ordinances impacting quality of life in off campus neighborhoods.
- Create, type, and edit forms, letters, memos, reports, tabulations, and other materials from copy or draft.
- Interpret and comprehend legal and non-legal documents including preparation and processing of documents and reports, including sketches, using appropriate grammar, symbols, and mathematical computations to include filing, alphabetizing, and labeling.
- Effectively communicate with dissimilar segments of the public, including juveniles, furnishing appropriate information and directions and exhibiting efficacious and professional communication skills in other formal settings, and direct them appropriately if required.
- Maintain Department files, records, and forms as required.
- Submit Weekly, Monthly, and Annual Reports as required by the Department or other agencies.



- Perform related clerical duties in other offices when required.
- Have thorough working knowledge of the telephone system
- ~~Have thorough working knowledge of all business office machines.~~
- Answer questions of the general public in person or by telephone.
- Know and understand Departmental rules, regulations, and procedures in a manner to recognize and recommend appropriate actions.
- Have a thorough knowledge of City governmental operations, recognizing appropriate authorities, and directing persons to responsible areas of government.
- Have a good knowledge of business English, spelling, and arithmetic.
- Have the ability to understand and carry out written and oral instructions.
- Communicate effectively, practically, and coherently with other individuals using existing communications systems.
- Maintain confidentiality and professionalism at all times, to include off-duty time.
- Conduct oneself while off-duty in a manner that is befitting the Department and City of Keene, upholding the Department values, mission, and Code of Ethics for Law Enforcement Staff.

#### **ADDITIONAL DUTIES AND RESPONSIBILITIES**

- Additional duties as assigned.
- Consult City and Departmental regulations for appropriate standards and procedures while conducting duties of the position.
- Endure verbal and mental abuse when confronted with the hostile views and opinions of the public and other individuals often encountered in an antagonistic environment.
- Maintain office areas in business-like fashion.
- Have in his or her possession at all time's proper City identification.
- Minimize the liability of the City to this end: shall correct or report any hazards or deficiencies in City buildings, equipment, or rights-of-way.
- Maintain security of the office and building by ensuring all doors, windows, and safes are closed and secured; all electrically-operated office machines that require power shut downs are shut off at the end of the day; and all applicable alarms are engaged.
- Take corrective measures in hazardous or unsafe conditions, and report such incidents that are outside his or her control to the appropriate authority;

#### **CUSTOMERS**

City of Keene employees, the public.

#### **CROSS TRAINING**

As required.

#### **SUPERVISORY RESPONSIBILITIES**

None

## **QUALIFICATIONS**

### **EDUCATION AND/OR EXPERIENCE**

- High school diploma or general education degree (GED) plus three to five years' related experience and/or training. Degree in a related field preferred.
- Commensurate education and experience may be considered.
- Knowledge of office computer systems to include word processing, spread sheets, and data entry is required.
- Valid Driver's License with an acceptable driving record required.

### **LANGUAGE SKILLS**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to verbally communicate and present information effectively and respond to questions from groups of managers, clients, customers, and the general public.

### **COMPUTER SKILLS**

Proficiency using word processing software, including advanced document formatting, templates, mail merge, tables, printing of labels and envelopes, and insertion and manipulation of graphics. Working knowledge of spreadsheet software, including basic document formatting, formula operations, sorting, and charts. Familiarity with the PC Windows environment, including basic knowledge of directory structure, organization of files and folders, and copying and pasting between documents. Familiarity with electronic mail including ability to open, create, reply, reply all, carbon copy, blind carbon copy, forward, embed links and/or graphics, and attach documents.

### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to create and interpret various types of graphs.

### **REASONING ABILITY**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Must possess and maintain a valid Driver's License.

### **PHYSICAL DEMANDS**

~~The employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk and hear. The employee is occasionally required to stand; walk; and stoop, kneel, crouch, or crawl. The employee will occasionally lift and/or move up to 25 pounds. Specific vision abilities include close vision.~~

*Physical requirements include lifting up to 20 pounds occasionally. Subject to sitting, vision, hearing and talking constantly; handling and fine dexterity frequently; standing, walking, reaching, balancing and foot control occasionally; lifting, carrying, pushing/pulling, kneeling, crouching, crawling, bending, twisting and climbing rarely. Specific vision abilities include close vision.*

**WORK ENVIRONMENT**

The noise level is moderate.