



FINANCE, ORGANIZATION AND PERSONNEL COMMITTEE
Council Chambers B, Keene City Hall
January 13, 2022
6:00 PM

A. AGENDA ITEMS

1. 79E Community Revitalization Tax Relief Application for 112 Washington Street
2. 79E Community Revitalization Tax Relief Application for 310 Marlboro St., LLC
3. Keene Young Professionals Network - Taste of Keene - Use of Surplus Community Event Funding
4. Radio Reprogramming Grant Reimbursement - Deputy Fire Chief
5. Councilor Randy Filiault - Request to Use Excess NH Road Toll Credits as the City's Match for the Lower Winchester Street Project
6. Agreement for Leased Parking - Library Director
7. Winchester Street Reconstruction Project - Contract Change Order - City Engineer
8. Colony Court Sewer Replacement Project - Engineering Change Order - City Engineer
9. Lower Winchester Street Reconstruction Project - Project Agreements - City Engineer
10. Wells Street Parking Facility - Design and Technical Services for Repairs
11. Relating to Class Allocation and Salary Schedule Ordinance O-2022-01

B. MORE TIME ITEMS

1. Councilor Filiault - Charter Amendment Related to Municipal Primary
2. Councilor Filiault - Rooms and Meals Tax Decrease
3. Councilors Remy, Bosley and Giacomo - Continued Remote Participation

NON PUBLIC SESSION

ADJOURNMENT



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.1.

Meeting Date: January 13, 2022
To: Mayor and Keene City Council
From: Daniel Langille, City Assessor
Through: Elizabeth Dragon, City Manager
Subject: **79E Community Revitalization Tax Relief Application for 112 Washington Street**

Council Action:

In City Council December 16, 2021.

Public hearing set for Thursday, January 6, 2022 at 7:00 PM.

Referred to the Finance, Organization and Personnel Committee.

Recommendation:

That the Mayor set a public hearing regarding the 79-E Community Revitalization Tax Relief application submitted by Josh Gorman for property located at 112 Washington Street owned by 112 Washington LLC and refer the item to the Finance, Organization and Personnel Committee.

Attachments:

1. 79E Committee Summary 112 Washington
2. Checklist Report
3. Application

Background:

City staff has completed its review of the application submitted by Joshua Gorman, on behalf of 112 Washington LLC for temporary tax relief through the City's 79-E Community Revitalization Tax Relief program. It has been determined that the application is complete and a public hearing should be scheduled in accordance with RSA 79-E:4, II prior to January 10, 2022. The proposed project is to renovate the carriage house on the property into guest rooms and a second floor apartment. The main brick building on the property, which is operated as a family-owned inn, is currently receiving 79-E tax relief. In this scenario, if additional tax relief is granted, it would only cover the carriage house and upon expiration of the existing tax relief the main building will become taxable at its market value.

CITY OF KEENE RSA 79-E COMMITTEE REPORT

- **Enhances Downtown Economic Vitality**
Additional guest rooms continues to enhance & add to an existing successful downtown bed and breakfast. Guests explore and enjoy the downtown area supporting local businesses.
- **Improves a culturally or historically important structure**
Carriage house on property is on NH historic property register
- **Promotes the preservation and reuse of the existing building stock by rehabilitation of historic structures**
Exterior will maintain historically accurate features. Interior will be converted to living area with energy efficient windows, insulation and modern high efficient mini-split heating & cooling
- **Promotes efficient design, safety, and greater sense of community consistent with the Master Plan**
Specific mentions pgs 52-58. Preserves, reuses historic architectural significant building. Promotes walkability of guests/employees benefitting downtown businesses.
- **Will add to the City's employment base by creating at least one new full time job**
N/A
- **Directly supports the integration of public art in the downtown**
N/A.
- **Promotes development of sustainable building stock in the downtown that achieves nationally or internationally recognized green building standard**
N/A
- **Maintains owner occupancy of residential building or returns a residential building to owner**
N/A
- **Increases energy sustainability in conformance with City adopted greenhouse gas initiative as determined by home energy score of at least six and demonstrated carbon emission reduction of at least 10%**
Energy star windows, complete insulation of structure, high efficient mini-split heating & cooling

CITY OF KEENE RSA 79-E COMMITTEE REPORT

Property Owner: 112 Washington LLC

Property Location: 112 Washington St, Keene, NH 03431

Applicant: Joshua Gorman

Date application submitted: 11/10/2021

- **Is property located within the 79-E district?** YES NO (see note below)
The property is determined by the NH Division of Historical Resources to be eligible for the State and National Register of Historic Places. Although the property is located outside of the City of Keene’s defined 79-E district boundary, it is considered eligible for this program per the definitions of Historic Structure and Qualifying Structure in NH RSA 79-E:2.
- **Is property located within a TIF District?** YES NO
- **Does the project require additional infrastructure by the City?** YES NO
- **Is the property listed or eligible to be listed on the national or state register of historic places and a copy of historic designation submitted?** YES NO
- **If yes, does the project devote at least \$5,000 to energy efficiency?** YES NO N/A
- **Does project replace or redevelop an existing structure?** REPLACE REDEVELOP
- **If a replacement, has HDC approval been obtained?** YES NO N/A
- **Are project cost estimates provided?** YES NO
- **Does the estimated project cost exceed the 75,000 minimum?** YES NO
Summary of work:
Applicant proposes a series of exterior and interior renovations to a historic building. The carriage house now is not suitable as living space and will be once complete.
- **What is the proposed use of the building?**
Additional Guestrooms for Inn and 2nd Floor Apartment
- **Does the project include one or more required public benefit(s)?** YES NO
- **Does the project comply with the Master Plan?** YES NO
- **Does the proposed use meet current zoning regulations?** YES NO
Notes:
- **Is the application complete with necessary documentation?** YES NO
- **Has the owner agreed to the execution and recording of a covenant?** YES NO

SUMMARY OF PUBLIC BENEFITS (as proposed by the applicant):

See application for full details

Community Revitalization Tax Relief Incentive (RSA 79-E)



APPLICATION FORM

Contact throughout the application process will be made with the Applicant listed below. The property owner or a designated agent may act as the Applicant.

Property Owner: Print Name: <u>112 Washington LLC</u> Address: <u>85 Park Avenue</u> City: <u>Keene</u> State: <u>NH</u> Zip: <u>03431</u> Phone: <u>209.1588</u> Email: <u>90cmanjosh@gmail.com</u>	Applicant (if different from owner): Print Name: <u>Joshua German</u> Address: <u>85 Park Avenue</u> City: <u>Keene</u> State: <u>NH</u> Zip: <u>03431</u> Phone: <u>209.1588</u> Email: <u>@gmail.com</u>
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Building Information:

Building Name (If Any): The Burrell Residence / The Burrell House

Building Address: 112 Washington St, Keene, NH

Tax Map Lot #: 554-085-00000000 Zoning District: DT-T

Cheshire County Registry of Deeds Book #: 3000 Page#: 0392

Gross Square Footage of Building: *3454/1718 Year Built: circa 1853

**not part of application*

Is the building eligible for listing or listed individually on the National or State Register of Historic Places or located within a locally designated, State or National Historic District? No: _____ Yes*: X

**If yes, provide a copy of the approved designation by the National or State Register of the building or the district*

Does the property currently have any credit or exemption from real estate tax assessment? No: _____ Yes*: X *If yes, please describe:

*brick building (3454 sqft) is currently receiving 79E incentives

Continue →

Return this completed application to:
COMMUNITY DEVELOPMENT DEPARTMENT
 3 Washington St, 4th Floor
 Keene, NH 03431
 Phone: (603) 352-5440

OFFICE USE ONLY

Date Submitted: 11/10/2021
 Received by: CJM
 Date Complete: _____

Project Information:

Describe Existing Uses (include detail on the current uses of the building/site, number of units by type and size, number of employees, etc.):

see attached ^{me}#1 - Project information page

Describe Proposed Uses (include detail on proposed use of the building/site, number of units by type and size, number of employees, etc.):

see attached ^{me}#2 - Project information page

Is a change of use associated with this project?

No: X Yes*: _____

*If yes, please describe:

Will any state or federal grants or funds be used to finance the rehabilitation or construction?

No: X Yes*: _____

*If yes, what is the amount of the aid?

Note: Rehabilitation or construction subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50% of construction costs from state or federal programs are not eligible for 79-E tax relief.

Does the project involve the replacement of an existing structure? No: X Yes*: _____

*If yes, following materials shall be submitted with this application:

- A New Hampshire Division of Historical Resources individual resource inventory form, prepared by a qualified architectural historian.
- A letter from the Keene Heritage Commission that identifies any and all historical, cultural and architectural value of the structure(s) that are proposed to be replaced and the property on which those structures are located.

Note: This application shall not be deemed complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structure as required under RSA 79-E:4,II until the inventory form and letter from the Heritage Commission, as well as all other required information, have been submitted, if required.

Describe the work to be done and estimated cost (Attach additional sheets if necessary)

1. Attach a copy of a contract, contractor estimates, or itemized list of materials
2. Attach a project narrative, building plans or sketches, renderings or photographs to help explain the proposed rehabilitation or construction.

Structural: N/A	\$ 0
Exterior Alterations (storefront, walls, windows, doors, etc.): see attached p.3 line 1	\$ 3,200 ⁰⁰
Interior Alterations (walls, ceilings, moldings, doors, etc.): see attached p.3 line 2	\$ 6,500 ⁰⁰
Electrical: see attached p.3 line 3	\$ 14,500 ⁰⁰
Plumbing/Heating: see attached p.3 line 4	\$ 34,500 ⁰⁰
Mechanical: see attached p.3 line 5	\$ 22,000 ⁰⁰
Energy Efficiency: see attached p.3 line 6	\$ 32,500 ⁰⁰
Other: see attached p.3 line 7	\$ 9,500 ⁰⁰
TOTAL ESTIMATED PROJECT COST: <i>Note: To be considered for this tax relief incentive, the project costs must be \$75,000 or greater.</i>	\$ 177,700 ⁰⁰

Expected Project Start Date:

07/1/23 (on or before)

Expected project completion date:

12/1/23

Public Benefit (Attach additional sheets if necessary)

In order to qualify for tax relief under this program, the proposed work must provide at least one of the public benefits listed below. Greater consideration will be given to projects that provide three or more public benefits. Any proposed replacement must provide one or more of the public benefits listed below to a greater degree than would a substantial rehabilitation of the same structure.

Enhances the economic vitality of downtown areas. No: Yes*:

*If yes, please describe:

see attached-public benefit pages ^{line} #1

Enhances & improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located. No: Yes*:

*If yes, please describe:

see attached-public benefit page ^{line} #2

Promotes the preservation and reuse of existing building stock by the rehabilitation of historic structures, in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation. No: Yes*: *If yes, please describe:

see attached-public benefit page ^{line} #3

Promotes efficient design, safety, and a greater sense of community in a manner consistent with the Keene Comprehensive Master Plan. No: Yes*: *If yes, please describe:

see attached-public benefit page ^{line} #4

Will add to the City's employment base by creating at least one new, full-time job in Keene's downtown area. No: Yes*: *If yes, please describe:

n/a *

Directly supports the integration of public art in the downtown. No: Yes*:

*If yes, please describe:

see attached public benefit page ^{line} #5

Promotes development of a sustainable building stock in the downtown that achieves a nationally or internationally recognized green building standard (e.g. LEED, Green Globes, National Green Building Standard, and International Green Construction Code). No: Yes*:

*If yes, please describe:

n/a *

Maintains owner occupancy of a residential building or it returns a residential building to owner occupancy. No: Yes*: *If yes, please describe:

n/a *

Results in an increase in energy sustainability in conformance with the City adopted greenhouse gas initiatives as determined by a home energy score of at least six (6), and demonstrated carbon emission reduction of at least 10%. No: Yes*: *If yes, please describe:

see attached public benefit page ^{line} #6

Project Information and Background Page:

Background:

112 Washington Street was purchased by its current owner in September of 2017. At the time of purchase it had been vacant for 2 years. Prior to that, respectively; it had been an office building, a mixed use office and residence, a tourist travel home, and originally a residence. At the time of purchase the carriage house was compromised and on the brink of being torn down; and the brick building was suffering from decades of deferred maintenance. This left the property in such disrepair that it was purchased for just half of its city assessed value at the time.

Without a repurposed use and extensive repairs, the downward spiral of the property had little or no end in sight. After two and a half years of renovation and repair the property is now a restored historic inn consisting of 8 private guest rooms, each with a private full bath; an operator's quarters, a common parlor, and an operator's kitchen.

The proposal before council asks for consideration in supporting the expansion of this use through 79-E tax incentives.. This expansion would be achieved by adding 2 guest rooms on the first floor of the carriage house and an apartment on the second floor. The approval of the petition for 79-E incentives will allow for future preservation and maintenance as well as further increasing the tax base upon expiration of the incentives.

1.Existing use- The property is operating as a family operated Inn. Outside of family members, the Inn employs 2 part-time staff members. Currently the main building, which received 79-e relief incentives in 2019, houses 8 fully private guest rooms, a common parlor area, an operator's kitchen and an operator's quarters. Currently the property also includes a vacant historic carriage house.

2.Proposed use- The applicant is seeking further 79-e tax relief for the construction for the repurposed use of the now vacant carriage house. This project would create two additional guest rooms, and an operator's apartment in the carriage house. Cumulatively, upon completion, the property would house 11 private guest rooms, an operator's apartment, an operator's kitchen, and a common parlor.

Page 2-Public Benefit:

1. The renovation of the carriage house and subsequent expansion of guest rooms at the Burrell House will definitely support downtown economic vitality. Since fully opening in July, the current accommodations at The Burrell House have received consistent and voluminous five star reviews. A large majority of these reviews have expressed great pleasure in the location of the property and the ability to walk downtown and enjoy the many wonderful local restaurants, cafes, and shops. Many of the reviews also express a desire to return and explore Keene again soon. The addition of the guest rooms resulting from this project will certainly further contribute to this sentiment, thus supporting the economics of our downtown merchants, as well as the entire Monadnock region.

2. The renovations to the carriage house will enhance a culturally or historically important structure. The carriage house on this property is truly one of a kind. It prompts the admiration of almost every passerby, and they often stop to take pictures of it. The carriage house is on the NH historic properties register. When the property was purchased, previous bidders had contemplated tearing it down. Since acquiring the property many repairs have been made in order to save the structure. The challenge now is to create viability for the structure in the longer term, so that it can always be maintained and cherished. These interior renovations will certainly do so.

3. The renovations to the carriage house promote the preservation and reuse of existing building stock by the rehabilitation of historic structures. The exterior of the carriage house will maintain all of its existing historically accurate features. The interior renovations will allow for the reuse of much of the beadboard which currently is on the ceilings and walls of the entire first floor. The purposeful reuse of this vacant structure will allow for future maintenance and preservation.

4. The renovation of the carriage house and subsequent expansion of guest rooms at the Burrell House promotes efficient design, safety, and a greater sense of community in a manner consistent with the Keene Comprehensive Master Plan. Pages 52-55 of the comprehensive master plan specifically addresses the various elements, challenges, and imperative importance of maintaining our city's history through the preservation, reuse, and energy upgrades of our many historic architectural gems. The master plan also cites a need for programs which will stimulate such activity. The 79-e is a prime example of such a program and this project captivates all of the purposes, challenges, and benefits relative to reuse, preservation, and efficiency. Pages 56-58 of the plan address the need and benefit of having a vibrant walkable community. The location and use of this building surely promotes such walkability for all of its guests and employees, thus benefiting the many downtown merchants.

5. The renovations to the carriage house directly support the integration of public art in downtown. The carriage house and its details of a time long since passed, is actually a form of public art in and of itself. That is true of so much of the architecture which lines the Washington and Court Street corridors as they lead us to our historic downtown. In order to meet the challenges of maintaining these forms of public art, useful repurpose and reuse is essential. This project accomplishes just that.

6. The renovations will include energy star windows, complete insulation of the structure, and a modern highly efficient mini-split heating and cooling system

Page 3- Project cost estimates:

1. Exterior alterations- repoint/repair existing brickwork, foundation/ repair crown molding cupola total est. cost- \$3200
2. Interior alterations-demo existing beadboard and flooring-subflooring/ frame interior partition walls, repl. Stair framing/ drywall, reinstall beadboard/ doors and trim pack, window trim, baseboard, crown molding/ flooring- \$61,500
3. All new wiring and fixtures- \$14,500
4. All new plumbing/heating and fixtures- \$34,500
5. Sprinkler system and fire alarm system- \$22,000
6. Energy efficiency-update existing windows w ins glass replacements/ install mini splits/ insulate int foundation, floors and exterior walls-\$32,500
7. Prime, paint, etc.-\$9,500

Total estimated cost of renovations: \$177,700.00



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.2.

Meeting Date: January 13, 2022
To: Mayor and Keene City Council
From: Daniel Langille, City Assessor
Through: Elizabeth Dragon, City Manager
Subject: **79E Community Revitalization Tax Relief Application for 310 Marlboro St., LLC**

Council Action:

**In City Council December 16, 2021.
Public hearing set for Thursday, January 6, 2022 at 7:00 PM.
Referred to the Finance, Organization and Personnel Committee.**

Recommendation:

That the Mayor set a public hearing regarding the 79-E Community Revitalization Tax Relief application submitted by Randall Walter for property located at 310 Marlboro Street owned by 310 Marlboro St., LLC and refer the item to the Finance, Organization and Personnel Committee.

Attachments:

1. 79E Committee Summary 310 Marlboro
2. 79E Checklist and Application 310 Marlboro

Background:

City staff has completed its review of the application submitted by 310 Marlboro St., LLC for temporary tax relief through the City's 79-E Community Revitalization Tax Relief program. It has been determined that the application is complete and a public hearing should be scheduled in accordance with RSA 79-E:4, II prior to January 10, 2022. The proposed project is to renovate the existing building to allow for multi-tenant mixed-use commercial and light industrial businesses. The proposed work includes significant energy efficiency upgrades with the goal of reducing the carbon footprint of the building and becoming net zero in the coming years.

- **Enhances Downtown Economic Vitality**
Revitalize existing building for mixed use light industries, research and development and similar allowed commercial uses. Much of the building has been underutilized storage and will become tenant spaces for new businesses.
- **Improves a culturally or historically important structure**
N/A
- **Promotes the preservation and reuse of the existing building stock by rehabilitation of historic structures**
N/A
- **Promotes efficient design, safety, and greater sense of community consistent with the Master Plan**
Many businesses will be “home grown” start-ups and share common values of sustainability, rural economic values and collaboration consistent with goals for Marlboro St in the Master Plan. Location promotes multiple options for transportation; vehicle, pedestrian, bicycles, etc. Redevelopment of existing space creating energy efficient spaces for new businesses.
- **Will add to the City’s employment base by creating at least one new full time job**
New job creation by expansion of local businesses as well as 1-2 new hires for 310 Marlboro St LLC.
- **Directly supports the integration of public art in the downtown**
Plan to develop indoor and outdoor art spaces. Murals where windows removed, indoor seasonal gallery. Definitive plans not submitted, rather list of potential ideas.
- **Promotes development of sustainable building stock in the downtown that achieves nationally or internationally recognized green building standard**
High efficiency windows and heating/cooling systems eliminating use of oil. 221kW solar array system. New lighting will be LED. Goal to become net zero in 3-5 years.
- **Maintains owner occupancy of residential building or returns a residential building to owner**
N/A
- **Increases energy sustainability in conformance with City adopted greenhouse gas initiative as determined by home energy score of at least six and demonstrated carbon emission reduction of at least 10%**
N/A- As this is commercial space. However see comments on item #7

Community Revitalization Tax Relief Incentive (RSA 79-E)

KEENE
NEW HAMPSHIRE



APPLICATION FORM

Contact throughout the application process will be made with the Applicant listed below. The property owner or a designated agent may act as the Applicant.

Property Owner:	Applicant (if different from owner):
Print Name: <u>310 MARLBORO ST, LLC</u>	Print Name: <u>SAME</u>
Address: <u>310 MARLBORO STREET</u>	Address: _____
City: <u>KEENE</u> State: <u>NH</u> Zip: <u>03431</u>	City: _____ State: _____ Zip: _____
Phone: <u>603.7211227</u> Email: <u>XXXXXXXXXX</u> <u>RANDALL.WALTER@cmtr.com</u>	Phone: _____ Email: _____

Building Information:

Building Name (If Any): @310

Building Address: 310 MARLBORO STREET, KEENE NH 03431

Tax Map Lot #: 595 Zoning District: BGR

Cheshire County Registry of Deeds Book #: _____ Page#: _____

Gross Square Footage of Building: 82,000 Year Built: 1947

Is the building eligible for listing or listed individually on the National or State Register of Historic Places or located within a locally designated, State or National Historic District? No: Yes*: _____

**If yes, provide a copy of the approved designation by the National or State Register of the building or the district*

Does the property currently have any credit or exemption from real estate tax assessment? No: Yes*: _____ *If yes, please describe:

Continue →

Return this completed application to:
COMMUNITY DEVELOPMENT DEPARTMENT
3 Washington St, 4th Floor
Keene, NH 03431
Phone: (603) 352-5440

OFFICE USE ONLY
Date Submitted: 12/2/2021
Received by: Jan Layille
Date Complete: _____

Project Information:

Describe Existing Uses (include detail on the current uses of the building/site, number of units by type and size, number of employees, etc.):

50% VACANT, STORAGE, POSH HOUSE, MIVALLEY, LUMENS, ETC.
15 CURRENT TENANTS, APPROX 30 EMPLOYEES

Describe Proposed Uses (include detail on proposed use of the building/site, number of units by type and size, number of employees, etc.):

ADD NEW TENANTS; MC2, JACK'S CRACKERS, MODEST MAN,
JED & BE ELECTRICAL, PETROVICK ARCHITECTS, ETC
GOAL 85% OCCUPANCY IN 18-24 MONTHS
INCREASING TO 65-80 EMPLOYEES

Is a change of use associated with this project?

No: Yes*:

*If yes, please describe:

EXPANSION OF ALL CURRENT
USES

Will any state or federal grants or funds be used to finance the rehabilitation or construction?

No: Yes*:

*If yes, what is the amount of the aid?

UNKNOWN AT THIS TIME

Note: Rehabilitation or construction subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50% of construction costs from state or federal programs are not eligible for 79-E tax relief.

Does the project involve the replacement of an existing structure? No: Yes*:

*If yes, following materials shall be submitted with this application:

- A New Hampshire Division of Historical Resources individual resource inventory form, prepared by a qualified architectural historian.
- A letter from the Keene Heritage Commission that identifies any and all historical, cultural and architectural value of the structure(s) that are proposed to be replaced and the property on which those structures are located.

Note: This application shall not be deemed complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structure as required under RSA 79-E:4,II until the inventory form and letter from the Heritage Commission, as well as all other required information, have been submitted, if required.

Describe the work to be done and estimated cost (Attach additional sheets if necessary)

1. Attach a copy of a contract, contractor estimates, or itemized list of materials
2. Attach a project narrative, building plans or sketches, renderings or photographs to help explain the proposed rehabilitation or construction.

Structural:	\$
Exterior Alterations (storefront, walls, windows, doors, etc.): NEW WINDOWS (TRI PANE) REPLACE GARAGE DOOR - INSULATED	\$ 80,000. - \$ 6,000. -
Interior Alterations (walls, ceilings, moldings, doors, etc.): NEW DENSITY WALLS, DOORS	\$ 45,000 -
Electrical: LED LIGHTING, OCCUPANCY SENSORS	\$ 18,000 -
Plumbing/Heating: HEAT PUMPS - AIR SOURCE FOR HEATING AND COOLING	\$ 75,000 -
Mechanical: HEAT RECOVERY VENTILATION	\$ 140,000 -
Energy Efficiency:	\$
Other: ADA LIFT TO ACCESS 2ND FLOOR	\$ 60,000 -
TOTAL ESTIMATED PROJECT COST: <i>Note: To be considered for this tax relief incentive, the project costs must be \$75,000 or greater.</i>	\$

Expected Project Start Date:

01 JAN 2022

Expected project completion date:

31 DEC 2023

Public Benefit (Attach additional sheets if necessary)

In order to qualify for tax relief under this program, the proposed work must provide at least one of the public benefits listed below. Greater consideration will be given to projects that provide three or more public benefits. Any proposed replacement must provide one or more of the public benefits listed below to a greater degree than would a substantial rehabilitation of the same structure.

Enhances the economic vitality of downtown areas. No: Yes*:

*If yes, please describe:

DEVELOP 310 INTO PROSPEROUS MIXED USE BUILDING

Enhances & improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located. No: Yes*:

*If yes, please describe:

CONTINUE LEGACY OF PITTSBURGH PAINT CO. PAINT BRUSH FACTORY

Promotes the preservation and reuse of existing building stock by the rehabilitation of historic structures, in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation. No: Yes*: *If yes, please describe:

Promotes efficient design, safety, and a greater sense of community in a manner consistent with the Keene Comprehensive Master Plan. No: Yes*: *If yes, please describe:

Will add to the City's employment base by creating at least one new, full-time job in Keene's downtown area. No: Yes*: *If yes, please describe:

NEW JOB CREATION BY EXPANSION OF LOCAL BUSINESSES
MOVING INTO 310

Directly supports the integration of public art in the downtown. No: Yes*:

*If yes, please describe:

PLAN FOR MURALS, STUDIOS AND CREATIVE EVENTS

Promotes development of a sustainable building stock in the downtown that achieves a nationally or internationally recognized green building standard (e.g. LEED, Green Globes, National Green Building Standard, and International Green Construction Code). No: Yes*:

*If yes, please describe:

HIGH EFFICIENCY WINDOWS AND HEATING COOLING SYSTEMS
TO ELIMINATE OIL, CONSISTENT WITH LEED BUILDING STANDARD

Maintains owner occupancy of a residential building or it returns a residential building to owner occupancy. No: Yes*: *If yes, please describe:

Results in an increase in energy sustainability in conformance with the City adopted greenhouse gas initiatives as determined by a home energy score of at least six (6), and demonstrated carbon emission reduction of at least 10%. No: Yes*: *If yes, please describe:

REMOVAL OF STEAM/OIL FUELED BOILER w/ 221KW SOLAR

Affidavit

I (we) hereby submit this application under the Community Revitalization Tax Relief Incentive Statue (NH RSA 79-E) and attest that to the best of my (our) knowledge all of the information herein and in the accompanying materials is true and accurate.

I (we) have reviewed the statute and Resolution R-2017-41 (see attached) and understand that:

- a) This application will be reviewed for completeness;
- b) There will be a public hearing to evaluate the merits of this application;
- c) If this application is approved by City Council, I (we) will need to enter into a covenant with the City; and
- d) I (we) may be required to pay reasonable expenses associated with the creation of the covenant.

I (we) understand this application will not be determined as complete and recommended to the City Council until all of the necessary information is provided.

IMPORTANT:

Per RSA 79-E:13, the base or "original" assessed value for any tax relief period is set only after the following two conditions are met:

- 1. Approval by City Council; and
- 2. The Applicant has entered into a covenant with the City of Keene to protect the public benefit.

Tax relief granted will pertain only to assessment increases attributable to the substantial rehabilitation or replacement performed under the conditions approved by the City Council and not to those increases attributable to other factors including but not limited to market forces.

RANDALL WAUSER [Signature] 21 NOV 2021
APPLICANT (signed) (name printed) (date)

310 MARLBORO ST., LLC [Signature] 21 NOV 2021
OWNER (signed) (name printed) (date)

NOTE: Owner must sign this Affidavit, if Owner is not the Applicant

10DEC2021

RE: Application for RSA 79E by 310 Marlboro St., LLC (@310)

To the Mayor of Keene and City Councilors,

310 Marlboro St., LLC seeks 79E tax relief from the City of Keene to allow these funds to be reinvested into the building and site, for the benefits of the tenants, the Marlboro Street corridor and the greater City of Keene.

Project highlights, eligibility and summary of benefits to the community:

- The project(s) will exceed \$75,000 requirement. Estimated investment/improvement to be \$424,000 plus \$497,147 for renewable energy generation through solar panels.
- 310 Marlboro Street is a existing building, built in 1974 and added to in 1984. There is no historical, cultural or unique architectural value. While appearing like a brick mill building, it is a steel structure with brick and metal cladding.
- The vision and goal @310 is to revitalize the site and building for mixed use light industries, research and development, and other uses as allowed by the Business, Growth and Reuse zoning district. Pivoting from the previous storage use for the bulk of the building, new tenants are start up and growth stage small businesses that seek better access, visibility and business support @310.
- The building structure will be reused and adapted with new HVAC systems, 2nd floor accessibility, new windows and doors, with a reduction in dependence on fossil fuels.
- Many of the business tenants are “home grown” start ups, many launched at Hannah Grimes Center for Entrepreneurship share common values of sustainability, rural economic values and collaboration, consistent the goals for Marlboro Street in the city’s master plan.
- @310 connects both to Marlboro Street, Laurel Street and to the northeast the Rail trail allowing for access by car, connection for trucks, at the same time developing pedestrian and bicycle connection to downtown and Main Street.
- Jobs will be created on three levels. 310 Marlboro St., LLC will hire 1-2 people, many of the new and proposed tenants will be growing their businesses @310, and all of the building updates will provide project growth for local contractors.
- @310 there will be a campaign in 2022 to develop indoor and outdoor art spaces. Potential ideas include curated paintings by local artists on the building in the existing “canvases” 9x9 foot areas where windows have been removed. Additionally the existing bridge (unconditioned currently) on the second floor can be developed into a seasonal gallery space.
- The building is home to the office(s) of 310 Marlboro St., LLC.(owner occupied)
- The carbon footprint of the building will be reduced by the 221kW solar array, replacing the oil fired steam boiler. An energy audit has been started and the outcome of that work will inform the targets for the building with a clear goal of becoming net zero within 3-5 years.

Building updates:

- The exterior appearance of the building will remain substantially the same. New triple glazed windows exceed the building code and will have the same appearance. 12 windows have been ordered, with another 12 to be purchased and installed in 2022.
- A 221kW solar array will be installed on the roof of the western flat roofs. See drawing. These will not be visible from the ground.
- Interior work removes wood framed walls, not appropriate for commercial buildings, replacing walls with non combustible demising walls for tenant separations as required by code.
- An ADA lift is will be installed, providing code compliant accessibility for the second floor.
- All new lighting will be LED, with increased use of occupancy sensors for common spaces to reduce energy consumption.
- New heating, and cooling will be achieved with electric air source heat pumps. These units (roof mounted) are sized to improve local comfort throughout the building while using a large portion of the site generated energy from the solar panels. Heat recovery ventilation will be installed for fresh air.

Thank you for this opportunity and program availability to advance renewable energy, a reduction in fossil fuel reliance and support for the adaptive reuse of existing buildings in the City of Keene.

Respectfully,

Randall S. Walter, AIA
Member, 310 Marlboro St., LLC
310 Marlboro Street
Keene NH 03431
603.721.1227

RENEWABLE ENERGY SYSTEM INSTALLATION CONTRACT

This Renewable Energy System Installation Contract ("Contract") is made this 22 day of November 2021 (the "Effective Date") between Contractor and Owner:

Contractor: ReVision Energy Inc.
758 Westbrook Street
South Portland, ME 04106
(207) 221-6342

Owner: 310 Marlboro St., LLC
310 Marlboro Street
Keene, NH 03431
(603) 721-1227

Project Site: 310 Marlboro Street
Keene, NH 03431

Based on valuable consideration and upon mutual covenants and promises set forth herein, Owner and Contractor agree as follows:

1. **The Scope of Work.**
 - 1.1. Contractor shall provide all labor, materials and equipment to complete in a workmanlike manner the scope of work at the Project Site as detailed in Schedule A (hereinafter, the "Work").

2. **Contract Documents.** The Contract Documents, which are expressly incorporated into and made a part hereof, shall consist of the following:
 - 2.1. This Contract;
 - 2.2. Schedule A: Scope of Work, including Site Map;
 - 2.3. Schedule B: Owner's information; and
 - 2.4. Schedule C: Schedule of Values.

3. **Compensation.**
 - 3.1. For Contractor's performance of the Work, the Owner shall pay Contractor the fixed price specified in the Scope of Work (the "Contract Sum"), in accordance with Article 4 and subject to additions and deductions made by Change Order pursuant to Article 11. Owner shall be solely responsible to pay for the cost of all utility interconnection expenses excluded from the Work pursuant to Schedule A, Section 1.2. If Contractor pays any such excluded costs, Owner shall reimburse Contractor in accordance with Section 4.4.
 - 3.2. Owner acknowledges and understands that the Contract Sum and time of performance of the Work are based on the Work as set forth in the Contract and on the following assumptions:
 - 3.2.1. All existing construction and materials used in any existing structure, including but not limited to, the framing, sheathing, finishes, siding and/or any other components of the existing structure are in good condition, are free from rot, are constructed in a manner that can support and accommodate the Work, and that Contractor will be able to perform the Work hereunder without any additional

- work or changes to the existing structure including, but not limited to, repair, replacement, leveling, furring, plumbing, or lining;
- 3.2.2. Other than the information supplied by Owner pursuant to Section 6.2, there are no water, gas, sewer, electrical or any other underground utility or component, such as ledge, that will restrict any needed excavation or other activities necessary for the completion of the Work; and
- 3.2.3. Information supplied by Owner, under Section 6.2 or otherwise, related to the Project Site or to the Work is accurate.
- 3.3. Any discovery contrary to Contractor's assumptions set forth in Section 3.2 above and/or due to concealed or unknown physical conditions materially different than those indicated in the Contract Documents or from conditions ordinarily found to exist on projects of a similar nature or other conditions not now known or visible resulting in any needed repairs or replacement for the Work to continue or causing alterations to the scope of Work shall be considered outside the scope of Work for this Contract and the Contract Sum. In this event, Contractor will promptly notify Owner, will consult with Owner, and shall be entitled to an equitable adjustment in the Contract Time and Contract Sum. Any equitable adjustment in the Contract Time and Contract Sum shall be documented by Change Order under Article 11 of the Contract.
4. **Payment.** So long as the Work is being performed in accordance with the provisions of this Agreement, Owner agrees to make payment to Contractor as follows:
- 4.1. Attached hereto as **Schedule C** is the schedule of values ("Schedule of Values") allocating the Contract Sum to the various portions of the Work. In applying for payment of earned amounts, the Contractor shall submit applications for payment showing the percentage of completion of the portions of the Work based on this Schedule of Values. For clarity, the amounts allocated to each portion of Work are not subject to adjustment in the event that Contractor's estimated hours to complete such portion of Work is different than that assumed in Contractor's calculations of the values set forth in the Schedule of Values. Any modification of the Contract Sum shall be set forth in a Change Order pursuant to Article 11.
- 4.2. Initial SOV Payment (System Deposit). Upon execution of this Contract (the Effective Date), Owner shall pay an Initial SOV Payment (the "System Deposit") equal to fifteen (15) percent of the Contract Sum. To the extent that the value of the System Deposit exceeds earned amounts based on completed portions of the work as of the Effective Date, Contractor shall apply such surplus to the next Progress SOV Payment until fully utilized.
- 4.3. Progress SOV Payments. Applications for progress payments for remaining unpaid portions of completed Work shall (a) be in writing, (b) be based on the estimated percentage of Contractor's Work satisfactorily completed and earned in accordance with the Schedule of Values, and (c) credit Owner for the unutilized balance of the System Deposit, if any.
- 4.4. Reimbursement for the Cost of Items Excluded from the Work. For the efficient administration of the Work, Contractor may agree to pay expenses for items excluded from the Work and Contract Sum pursuant to **Schedule A**, Section 1.2. Contractor shall be entitled to include a request for reimbursement of such payments in a Payment Application and Owner shall pay such reimbursement invoices pursuant to the requirements of this Article 4.
- 4.5. Owner shall make payment to Contractor of the earned and undisputed amounts as set forth in each application for progress payment within thirty (30) days of Owner's receipt

of such application for progress payment. Retainage of 5% may be applied by Owner to all progress payments, which retainage (if any) shall be due and payable to Contractor with Final Payment.

- 4.6. Owner shall pay a late fee service charge of 1% on all late payments (excluding retainage, if any), plus interest at a rate of 1½% per month on all outstanding amounts (excluding retainage, if any) until paid.
 - 4.7. Except as provided in Section 12.1, Owner's obligation to pay Contractor is not dependent upon Owner's ability to obtain financing, approval of any governmental or regulatory agency, or Owner's ability to obtain favorable tax treatment or tax benefits in connection with the Work.
 - 4.8. In the event of outstanding overdue payments, Contractor reserves the right, in its sole discretion, to suspend or terminate the Contract under Article 12, without waiving any right or claim against Owner and without any liability. In the event that any payment remains unpaid ninety (90) days after billing, Owner shall be liable for all costs of collection, including reasonable attorneys' fees and court costs, and also including the hourly cost to Contractor for employee time expended in collection efforts.
 - 4.9. Contractor may invoice for Final Payment, constituting the entire unpaid balance of the Contract Sum, including retainage, when the Work described in this Contract, including all punch list items, are fully completed and accepted by Owner. Final Payment shall be paid to Contractor within thirty (30) days.
 - 4.10. Per New Hampshire Public Utilities Commission Commercial & Industrial Incentive terms and conditions, Contractor will issue a refund of Contract Sum amounts paid (or credit unpaid Contract Sum amounts) to the Owner in the amount of the approved NH PUC C&I Commercial Solar rebate, if the rebate is not paid because of non-compliance with program terms and conditions.
 - 4.11. Electronic Fraud. Owner shall verbally confirm and re-confirm by call-back each and every payment by ACH or wire transfer to Contractor, and no electronic payment shall be deemed to be delivered unless and until it is in fact deposited to Contractor's bank account.
- 5. Contract Time & Milestones.**
- 5.1. The Work shall begin upon execution of this Contract and payment of the System Deposit. Subject to extensions of the Contract Time under the terms of this Contract and failure or delay to obtain Owner Approvals or Contractor Approvals, Contractor shall then achieve Substantial Completion of the Work within seven (7) months (the "Contract Time").
 - 5.2. Contractor achieves "Substantial Completion" when the Work is sufficiently completed such that the System is mechanically complete and able to be interconnected to the local electric utility's distribution system. Owner shall not occupy or utilize the Work until Substantial Completion has been achieved and Contractor has received Final Payment, except with written permission of Contractor.
 - 5.3. Punch List.
 - 5.3.1. Upon Substantial Completion of the Work, Owner and Contractor agree to inspect the Work and make a list of those items that are incomplete or defective. Within seven (7) days of Substantial Completion, Contractor shall prepare and submit to Owner a list of incomplete Work and/or Work that requires correction, if any, (the "Draft Punch List"). Within seven (7) days of receipt of the Draft Punch List, Owner shall add any items of incomplete or defective Work to the Draft Punch List. The

Owner's and Contractor's combined list shall be the "Final Punch List" for the Work.

- 5.3.2. Any claim of incomplete or defective Work not added to the Final Punch List by Owner in the process described in Section 5.3.1 shall be resolved under the Warranty provisions of this Contract. Owner shall not be entitled to withhold any amounts owed on account of items covered by the Warranty provision of this Contract.
- 5.3.3. "Final Completion" is achieved upon Contractor's completion of all of the Work on the Final Punch List. If Owner and Contractor are in dispute as to any item(s) on the Final Punch List, Contractor shall, nonetheless, be entitled to payment from Owner for all items as to which there is agreement.

6. Owner's Obligations.

- 6.1. Within ten (10) business days of execution of the Contract, Owner shall provide Contractor with all information and supporting documentation necessary for Contractor to submit a completed application for Net Energy Billing and Interconnection approval to the servicing utility on Owner's behalf. The remaining Work shall not start until the application is approved. Additionally, within ten (10) business days of execution of the Contract, Owner shall provide Contractor with all information and supporting documentation necessary for Contractor to complete and submit the application for rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner's behalf. Owner shall obtain any Owner Approvals identified in Section 2.2 of **Schedule A**.
- 6.2. Owner Information. Owner shall furnish, at its own expense, the information set forth in **Schedule B** that is in the Owner's possession or control that is reasonably necessary for the execution of the Work. Contractor shall be entitled to rely upon the accuracy of information supplied by the Owner.
- 6.3. Site Access. Owner shall provide Contractor with timely access to the Project Site sufficient to allow the Contractor to perform the Work in accordance with the Contract Documents. Owner shall prepare the Project Site for the Work in accordance with **Schedule A**.
- 6.4. Inspections. Any test(s) and/or inspection(s) of the Work required or requested by Owner shall be conducted within seven (7) days of receipt of Contractor's confirmation that it has achieved Substantial Completion of the Work. Any such tests and/or inspections shall be arranged by the Owner and conducted at Owner's expense. Owner shall provide Contractor with reasonable notice of the date and time of any such tests and/or inspections and will permit Contractor to attend and observe any such testing and/or inspections.
- 6.5. Permits. Owner shall cooperate and provide timely information and assistance in the Approvals process.
- 6.6. Owner agrees to notify Contractor in advance of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, "Excluded Materials"). Regardless of whether Owner has so informed Contractor, Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials. Owner agrees that if it is determined at any time that the Project Site contains any Excluded Materials, Owner will bear the sole risk thereof and all related

costs. Owner agrees to release, indemnify, defend and hold harmless Contractor, and its officers, agents and employees (together, the "Indemnitees"), of and from all costs, claims, damages, and liability arising out of or relating to Excluded Materials, acts or omissions of the Owner, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages or liability that are solely the result of any Indemnitee gross negligence.

- 6.7. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons or property, including the Work and all property adjacent thereto. To prevent accidents, Owner agrees not to interfere with the Work. If Owner enters the jobsite where the Work is being performed, the Owner agrees that it is entering at its own risk.

7. Warranties and Remedies.

- 7.1. Contractor warrants that:

- 7.1.1. The materials and equipment furnished in the performance of the Work will be new and of good quality unless otherwise required or permitted by the Contract Documents;
- 7.1.2. The Work will be free from defects not inherent in the quality required or permitted; and
- 7.1.3. Any damages to existing construction caused by the Work, including but not limited to damage to the existing electrical system, roof or building components, shall be completely remedied and restored to prior condition by Contractor.

- 7.2. Contractor's warranty excludes remedy for damage or defect caused by abuse, work or modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage, in each case not in accordance with the terms of the Operation and Maintenance Manual. Contractor makes no warranty, explicit or implicit, as to the adequacy, accuracy, or quality of any designs or drawings provided by any other party, including but not limited to, an architect, engineer, or other designer.

- 7.3. **THE WARRANTIES SET FORTH IN THIS ARTICLE 7 AND IN THE SCOPE OF WORK IN ATTACHMENT A ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN.**

- 7.4. All claims under or related to this Contract or the Work, including but not limited to warranty claims, shall be made in writing (a) within ten (10) days after discovery of any breach thereof, and, in any event, (b) within five (5) years after the last date of Work that is the subject of the claim or Substantial Completion, whichever is later. Any product or Work that is the subject of a warranty claim must be held for Contractor's inspection.

- 7.4.1. Upon submission of a claim by Owner or a third party, as set forth in this Section 7.4, and reasonable substantiation of the claim by Contractor, Contractor shall at its option either (i) repair or re-perform the warranted Work or (ii) refund an

equitable portion of the amount paid by Owner for the Work subject to the claim.
In no event shall Contractor be liable to Owner for more than the Contract Sum.

8. LIMIT OF LIABILITY. SECTION 7.4 SETS FORTH CONTRACTOR'S ONLY OBLIGATION AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE CONTRACT OR THE WORK, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND PROFESSIONAL MALPRACTICE,) OR OTHER THEORIES. IN NO EVENT SHALL CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, RENTAL EXPENSES, DATA, REPUTATION, PRODUCTIVITY, EXPECTED COST SAVINGS, DESIRED TAX TREATMENTS OR TAX BENEFITS OR ANY OTHER BENEFIT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G., CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION. OWNER'S FAILURE TO SUBMIT A CLAIM AND ABIDE BY THE TERMS PROVIDED IN SECTION 7.4 SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF. IN NO EVENT WILL CONTRACTOR' LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK, REGARDLESS OF THE FORM OF THE ACTION OR THE ENTITY THAT BRINGS THE ACTION, EXCEED THE CONTRACT SUM.

9. Insurance.

9.1. Contractor shall maintain the following insurance coverage:

9.1.1. Worker's Compensation Insurance, with statutory limits; and

9.1.2. A Commercial General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate.

9.2. Owner shall maintain adequate property insurance, including builders' risk coverage, to protect the Work at its own expense for the duration of the performance of the Work. Title and risk of loss to the Work shall pass to Owner upon Contractor's receipt of Final Payment.

10. Force Majeure.

10.1. In the event that the Contractor is delayed at any time in whole or in part in the commencement, progress, or completion of the Work or performance of the Contract due to any cause beyond Contractor's control including, but not limited to, strikes, lockouts, industrial disturbances, floods, earthquake, accidents, fire, pandemic, or epidemic, unforeseeable weather, war, rebellion, civil strife, transportation, condition of ground, lack of readiness of the job site, unavailability of building materials, imposition of trade tariffs fees or duties on building materials, or acts of God, the time for commencement, progress, or Contract Time set forth above shall be extended for a time period equivalent to the time period of the delay and Contractor shall be entitled to equitable compensation for the duration of the delay. Such changes shall be documented by Change Order under Article 11 of the Contract. The Owner waives all direct and consequential damages caused by any delay.

- 10.2. If the Work is stopped or delayed for a period of ninety (90) days or more due to a continuing Force Majeure Event, then Contractor and Client shall endeavor to agree to modifications to the Contract Sum and Contract Time for the Work, which shall be reflected in a Change Order as provided in Article 11 of the Contract. If the Work is stopped or delayed for a period of one hundred eighty (180) days, or more, either Party shall be entitled to terminate the applicable Work Order without liability for such early termination; provided that upon such termination, the Parties shall cooperate in good faith to determine an equitable allocation of any costs and liabilities incurred as a result thereof.
- 10.3. The parties acknowledge that either Party's, or both Parties', ability to provide uninterrupted performance may be impacted as a direct consequence of the COVID-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Agreement as a direct result of the COVID-19 pandemic, the Parties will work in good faith to come up with mutually-agreeable workarounds prior to invoking Force Majeure.
- 11. Changes to the Work and Change Orders.**
- 11.1. Any changes to the Work, the Contract Sum, or the Contract Time will be accomplished only upon the parties entering into a written "Change Order" signed by both the Contractor and the Owner. If the Change Order modifies the cost or time to complete the Work, the Change Order shall detail the cost of the Change Order work, the updated Contract Sum, and/or the updated Contract Time. Contractor may ask for a deposit on a Change Order prior to start of the Change Order work. This deposit will be credited when Change Order work is invoiced, including any modifications to the Schedule of Values.
- 11.2. Contractor shall not perform any Change Order work without a properly executed change order.
- 12. Termination and Damages.**
- 12.1. Early Termination by Owner. Owner may terminate this Contract if Owner is unable to obtain any necessary Owner Approvals pursuant to Section 2.2 of **Schedule A**, the existing construction fails the engineering structural review (if a rooftop installation), or required permits are denied by the permitting authority. In such case, Owner must give Contractor written notice and shall pay Contractor in full for all Work performed and expenses incurred related to the Work and Change Orders through the termination date.
- 12.2. Termination by the Contractor. In addition to Contractor's rights to terminate the Contract set forth elsewhere herein, if Owner is otherwise in material breach of a provision of this Contract, Contractor shall give Owner written notice that Owner is in default. If Owner fails to cure its default within five (5) calendar days of receipt of such notice, Contractor may, in addition to any other contractual, legal and equitable remedies it may have, immediately terminate this Contract.
- 12.2.1. In the event of termination by Contractor, Owner shall pay Contractor in full for all Work performed and expenses incurred related to the Work in accordance with the Schedule of Values and Change Orders through the termination date. Owner shall also pay Contractor its reasonable costs and expenses incurred in relation to and as a result of the termination, including reasonable attorneys' fees, and Contractor's damages for breach of contract, including lost profits.

- 12.3. Termination by the Owner. If Contractor is in material breach of a provision of this Contract, Owner shall give Contractor written notice that Contractor is in default. If Contractor fails to commence and continue efforts to cure its default within five (5) calendar days of receipt of such written notice, Owner may terminate this Contract. In the event of termination by Owner, Contractor's liability to the Owner and Owner's rights and remedies related to such termination shall be as set forth in Section 7.4 and Article 8. Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date.
- 12.4. Termination by Mutual Agreement. The Parties may terminate this Agreement upon mutual written agreement provided that Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date.
- 12.5. The termination of this Contract for any reason will not affect any other rights or liabilities of the parties that may have accrued prior to the date of termination.
- 12.6. The following survive termination of the Contract: Articles 4, 8, 12, 13, and 14 and Sections 6.6 and 7.4.
- 13. Dispute Resolution.**
- 13.1. If the parties become involved in a dispute related to, arising out of, or connected with the Work, change orders, or this Contract or the interpretation thereof, they shall first attempt to resolve the dispute in mediation, jointly paid for by the parties, prior to the filing of a litigation. The location of any such mediation shall be Portland, Maine.
- 13.2. If the parties are unable to resolve the dispute through mediation within 30 days after one of them requests mediation, then either party may make a demand for arbitration in accordance with the American Arbitration Association's Construction Industry Arbitration Rules and Procedures and the dispute will be resolved by binding arbitration between and jointly paid for by the parties as regulated by Chapter 542 of the New Hampshire Revised Statutes. The location of any such arbitration shall be Portland, Maine. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such a dispute would be barred by this Contract or the applicable statute of limitations. Judgment shall be entered on the arbitration award.
- 13.3. In addition to rights set forth under the Contract, if an arbitration or litigation arises out of the Work, the Contract, this transaction, or related thereto, either because Owner has breached its obligations hereunder or under applicable law, or because Owner has brought invalid claims against Contractor, Contractor shall be entitled to recover reasonable attorneys' fees and costs from the Owner. This right shall be in addition to, and not in limitation of, any right Contractor may have under applicable law.
- 13.4. Nothing in this Contract, however, prevents or prohibits Contractor from filing a mechanics lien in the appropriate Registry of Deeds, complaints in court related to such liens, or other acts necessary to perfect such liens. Contractor reserves the right to file and perfect a lien on the Work and agrees to stay such proceeding pending the outcome of mediation and/or binding arbitration, which may include the mechanics lien claim.
- 14. Indemnity.**
- 14.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its agents and employees from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees, arising out of or

resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

- 14.2. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor and its agents and employees from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Owner, or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable.

15. Miscellaneous.

- 15.1. The Contract Documents represent the entire integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations or agreements, whether oral or written. This agreement may be amended only by written instrument signed by both Contractor and Owner.
- 15.2. This Contract shall be construed in accordance with and governed by the laws of the state where the Project Site is located, without regard to choice of law rules.
- 15.3. Neither party may assign the Contract without the written consent of the other party, which shall not be unreasonably withheld.
- 15.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction to effectuate the intent of the parties as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 15.5. Counterparts. This Agreement may be executed electronically and in counterparts, in which case the signed counterparts together will constitute a single executed contract.
- 15.6. Notices. Any notice of default, breach or legal demand provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) at the respective Party's address set forth on Page 1 of this Contract.

[Signature page follows.]

This Contract is entered into as of the Effective Date.

Owner
310 MARLBORO ST., LLC,
A New Hampshire limited liability company

Contractor
REVISION ENERGY INC.,
a Maine corporation



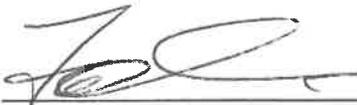
Signature

RANDALL WALTER, MEMBER

Printed Name and Title

310 MARLBORO ST., LLC

22 NOV 2021
Date



Signature

Fortunat Mueller, President

Printed Name and Title

11/29/21

Date
(rev.2020.09.23)

Schedule A: Scope of Work

The **Work** that is the subject of this Contract is a photovoltaic solar system (the “System”), to include:

Project Location:	310 Marlboro Street, Keene, NH 03431
Array Size:	221.9 Kilowatts (kW DC)
Estimated Year-1 Annual Generation:	253,812 Kilowatt hours (kWh)
Contract Sum, which includes:	\$497,147.00
Utility Interconnection Estimate:	\$0.00

1 The Work. Contractor shall provide all labor, materials and equipment for the construction of the above described solar photovoltaic system, to include:

Photovoltaic Modules	(493) Boviet BVM6612M-450S-H-HC-BF-DG (450W), or equivalent;
Inverters	(4) SolarEdge 40KUS, or equivalent;
Racking System	Ecolibrium EcoFoot 2+, 72-cell, or equivalent; and
Online Monitoring & Metering	SolarEdge WattNode Meter, or equivalent.

1.1 Inclusions in Work. As a minimum, Work and equipment shall fully comply with the following codes, standards and specifications:

- Contractor Approvals in accordance with Section 2.1 of **Schedule A**, including compliance with all state and local construction codes and requirements;
- NFPA 70 (2014 edition or later) (National Electrical Code);
- PV Components are listed by a recognized lab: UL 1703 (PV Modules), UL 1741 (Inverters);
- All electric equipment and materials shall be ETL or UL listed;
- All major PV electric components shall be CEC-approved;
- IEEE 929-2000 (Utility Interconnection);
- Utility impact study and interconnection application, if any;
- Compliance with applicable utility connection standards and procedures;
- Cost of utility application, studies and interconnection (up to the above referenced Utility Interconnection Estimate);
- Racking based on racking manufactures specifications;
- Professional site review and final system design, including shade analysis;
- PE Stamp for structural engineering review as required by local or state officials.
- **Note: the cost of the engineering review is non-refundable;**
- Assistance in filing for state funded solar rebate program, as available;
- All materials necessary to mount and wire the solar electric system. This includes all disconnects, fusing, and metering to meet the National Electrical Code;
- Completion of Contractor’s Solar PV System Commissioning Report to assure proper system functionality and performance;
- Provide copies of all applicable manufacturers warranties and product manuals;
- Training to enable Owner to operate and monitor the system, and to review the measurement and allocation of energy credits by the local utility; and

- Assistance with linking online monitoring system to Owner’s website for production review and marketing purposes.

1.2 **Exclusions from Work.** The following tasks, where applicable, shall be performed by others and are expressly excluded from the scope of Work for this Contract:

- Owner Approvals pursuant to Section 2.2 of **Schedule A**;
- Roof manufacturer warranty inspection fees;
- Repair or replacement of existing site conditions, including but not limited to (i) framing, supporting, or any other structural upgrades to roof or building; (ii) repair of existing roofing; (iii) site work (including trenching, backfilling, regrading, landscaping) unless specifically stated as an Inclusion in Work above, and (iv) tree removal. For clarity, the parties agree that Owner shall perform or cause to be performed all site work necessary to prepare the Project Site for the Work not set forth as an Inclusion in Work above, including all clearing of trees and leveling of the ground in accordance with specifications to be provided by Contractor re slope, grade, laydown area, etc.;
- PE stamped site plans and/or boundary survey if required by planning board or other entity;
- Costs associated with component requirements and/or or installation specifications not set forth as an Inclusion in Work above;
- Utility impact study or utility infrastructure improvement costs in excess of above referenced Utility Interconnection Estimate;
- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs; and
- Performance Bonding.

2 Building and Electrical Permitting, Utility Interconnection and Other Approvals.

2.1 **Contractor Approvals.** Contractor shall be responsible for obtaining the following permits and approvals required to perform the Work (the “Contractor Approvals”), the cost and scope of which is included in the Contract Sum and Contractor’s scope of Work:

- 2.1.1 any building or, electrical permits required for Contractor’s installation of the System; and
- 2.1.2 Preparation and submission of interconnection and net metering application to the servicing utility on Owner’s behalf in accordance with Section 6.1.

Owner shall cooperate with Contractor’s reasonable requests to assist Contractor in applying for and obtaining Contractor Approvals; it being understood that Contractor’s labor for performing this aspect of the Work is included in the Contract price.

Additionally, Contractor shall work with Owner to complete and submit Owner’s application for rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner’s behalf.

2.2 **Owner Approvals.** Owner shall be responsible for identifying and obtaining any other approval required to own or operate the System (the “Owner Approvals”, and together with the Contractor Approvals, the “Approvals”), the cost and scope of which are excluded from the Contract Sum and Contractor’s scope of Work) such as:

- 2.2.1 execution of the servicing utility's documentation regarding the interconnection and net metered operation of the System (for clarity, any required utility system upgrades not set forth in **Schedule A**, Section 1.1 are excluded from the Contract Sum and Contractor's scope of Work, and are the responsibility of Owner); and
- 2.2.2 any other approval(s) required for Owner to own or operate the System at the Project Site, including any approval(s) required pursuant to Owner's real property interest in the Project Site such as approvals under easements or other land use restrictions (if any) not set forth as Contractor Approvals.

Owner shall be solely responsible for determining the acceptability of Owner's Approvals, including agreeing to any terms, conditions or other requirements arising out of or set forth in such Owner Approvals. Contractor shall cooperate with Owner's reasonable requests to assist Owner in obtaining any such Owner Approvals.

3 Contractor Warranty Coverage.

- 3.1 For a period of five (5) years following installation, Contractor will repair or replace, at no cost to Owner, equipment sold to Owner by Contractor. Repairs shall be made in accordance with the terms of the equipment manufacturer's warranty, if applicable, and Owner shall use commercially reasonable efforts to assist and support Contractor in making any warranty claims necessary. Thereafter, Contractor shall service warranties of manufacturers of equipment sold to Owner by Contractor, but Owner shall pay the reasonable, documented costs for such service at Contractor's then-applicable standard labor rates, plus shipping and any other reasonable, documented costs involved in servicing the manufacturer's warranties.
- 3.2 For a period of five (5) years following installation, Contractor warrants its workmanship in connection with equipment installed by Contractor (or subcontractors or agents thereof), and Contractor shall service the equipment and make any required repairs arising from or in connection with the Work (excluding repairs arising as a result of faulty or defective equipment purchased by Owner from a supplier other than Contractor, which are governed by Section 3.4 of this **Schedule A** at no cost to Owner. Thereafter, Contractor shall make any such repairs, but Owner shall be responsible to pay the reasonable, documents costs for such repairs at Contractor's then-applicable standard labor rates.
- 3.3 Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to repair or service equipment installed by persons other than Contractor (or subcontractors or agents thereof), provided that if Owner purchased such equipment from Contractor, then it shall be warrantied in accordance with Section 3.1 of this **Schedule A** (unless the manufacturer has voided or will not honor the manufacturer's warranty as a result of such third-party installation, in which case Section 3.1 shall not be applicable).
- 3.4 Owner shall pay the reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to service any equipment or make any required repairs if and to the extent

arising from faulty or defective equipment purchased by Owner from a supplier other than Contractor, provided that if Contractor (or subcontractors or agents thereof) installed such equipment, then Contractor's workmanship in connection therewith shall be warrantied in accordance with Section 3.2 of this **Schedule A**.

3.5 Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor if and as necessary to service the System as a result of issues arising from failure of, or problems with, Internet or cellular service. In no case shall Contractor be responsible for any costs caused by failure of Internet or cellular service.

4 **Engineering Documents.** The following documents are incorporated by reference into the scope of work as if stated in full herein:

4.1 Site Map, Attachment A-1.

Attachment A-1: Site Map



Schedule B: Owner's Information

In accordance with Section 6.2, Owner shall furnish, at its own expense, the information in the Owner's possession or control that is reasonably necessary for the execution of the Work including:

- Any available property surveys
- Any available design or as built electrical drawings
- Any available design or as built building plans
- Relevant Electric Utility account information

Schedule C: Schedule of Values



REVISION ENERGY

Schedule of Values

310 Marlboro St		Payment Application Number: _____									
A	B	C	D	E		F	G	H	I	J	
				Percent of Total	Scheduled Value						Work Completed
Spec Section	Description of Work			Previous Periods	This Period	(Net in E or F)	(E+F+G)	(H/C)	(I/C)	(C-H)	
	Development	\$ 27,914.00	6%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 27,914.00	
	Design and Engineering	\$ 9,617.00	2%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 9,617.00	
	Permitting	\$ 6,331.00	1%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 6,331.00	
	Utility Upgrade Costs	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ -	
	Site Prep	\$ 95.00	0%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 95.00	
	Buy Solar Modules	\$ 94,286.00	19%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 94,286.00	
	Install Solar Modules	\$ 82,542.00	17%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 82,542.00	
	Buy Inverters	\$ 33,934.00	7%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 33,934.00	
	Install Inverters	\$ 32,680.00	7%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 32,680.00	
	Buy Solar Racking	\$ 50,842.00	10%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 50,842.00	
	Install Solar Racking	\$ 55,136.00	11%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 55,136.00	
	Electrical	\$ 72,328.00	15%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 72,328.00	
	Fencing	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ -	
	Project Management	\$ 26,625.00	5%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 26,625.00	
	Commissioning	\$ 4,817.00	1%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 4,817.00	
Total Values		\$ 497,147.00	100%	\$ -	\$ -	\$ -	\$ -	0%	0%	\$ 497,147.00	

1080 Turnpike St.
Building #2
Northover, MA 01845
(978) 308-9041

78 Main Street
Enfield, NH 03748
(603) 632-1262

7 Commercial Dr
Brentwood, NH 03833
(603) 675-1777

753 Westbrook St
South Portland, ME 04106
(207) 221-6312

PO BOX 6
Liberty, ME 04649
(207) 589-4171

www.ReVisionEnergy.com

Walter-Randall
310 Marlboro Keene, NH

Quote #: FBT4SFA

A Proposal for Window and Door Products prepared for:

Job Site:
03784

Shipping Address:

WINDOWS & DOORS BY BROWNELL-WLEBA
800 MARSHALL AVE STE 50
WILLISTON, VT 05495

Featuring products from:

MARVIN 

MARVIN
DESIGN GALLERY

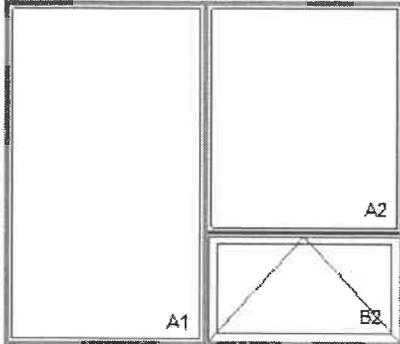
By Windows & Doors By Brownell
RODNEY OAKES
WINDOWS & DOORS BY BROWNELL-
WLEBA
800 MARSHALL AVE STE 50
WILLISTON, VT 05495-8937
Phone: (603) 298-5555

Email: rodney@wdbrownell.com

This report was generated on 12/2/2021 11:51:37 AM using the Marvin Order Management System, version 0003.11.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

Line #11	Mark Unit: Modern Large TG	Net Price:	4,398.39
Qty: 1		Ext. Net Price:	USD 4,398.39

MARVIN



As Viewed From The Exterior

RO 100 1/2" X 86 1/2"

Egress Information A1, A2, B2

No Egress Information available.

Performance Information A1

U-Factor: 0.2

Solar Heat Gain Coefficient: 0.33

Visible Light Transmittance: 0.55

Condensation Resistance: 72

CPD Number: MAR-N-444-00978-00001

ENERGY STAR: N, NC

Performance Information A2

U-Factor: 0.18

Solar Heat Gain Coefficient: 0.33

Visible Light Transmittance: 0.56

Condensation Resistance: 75

CPD Number: MAR-N-444-00958-00001

ENERGY STAR: N, NC

Performance Information B2

U-Factor: 0.31

Solar Heat Gain Coefficient: 0.29

Visible Light Transmittance: 0.5

Condensation Resistance: 58

CPD Number: MAR-N-447-00280-00001

Performance Grade A1, A2

Licensee #1150

AAMA/WDMA/CSA/101/I.S.2/A440-11

CW-PG40 3083X1589 mm (62.57X121.38 in)

Deflection at Certified Size and Performance: 1.19

CW-PG40 DP +40/-40

FL28365

Performance Grade B2

Licensee #1153

AAMA/WDMA/CSA/101/I.S.2/A440-11

CW-PG50 1626X2438 mm (64X96 in)

CW-PG50 DP +50/-50

FL29659

Ebony Exterior
 Ebony Interior
 2W2H - Rectangle Assembly
 Assembly Frame Size
 99" X 85 3/4"
 Assembly Rough Opening
 100 1/2" X 86 1/2"
 Prep for Field Mull Assembly
 Mull Kit(s) Included
 Sub Assembly 1 - 1W1H
 Basic Frame 49 1/2" x 85 3/4"
 Unit Locations: A1
 Sub Assembly 2 - 1W2H
 Basic Frame 49 1/2" x 85 3/4"
 Unit Locations: A2,B2

Unit: A1

Modern Direct Glaze Rectangle
 Basic Frame 49 1/2" X 85 3/4"
 Rough Opening 51" X 86 1/2"
 TG - 1 1/4 in - 1 Lite
 Tripane Low E2/E1 w/Argon
 Black Perimeter Bar

Unit: A2

Modern Direct Glaze Rectangle
 Basic Frame 49 1/2" X 57 3/4"
 Rough Opening 51" X 58 1/2"
 TG - 1 1/4 in - 1 Lite
 Tripane Low E2/E1 w/Argon
 Black Perimeter Bar

Unit: B2

Modern Awning Crank Out - Roto Operating
 Basic Frame 49 1/2" X 28"
 Rough Opening 51" X 28 3/4"
 Sash
 IG - 15/16 in - 1 Lite
 Low E2 w/Argon
 Black Perimeter Bar
 Matte Black Folding Handle
 Aluminum Screen
 Ebony Screen Surround
 Bright View Mesh
 ***Screen/Combo Ship Loose

Vertical Flat Steel Reinforced Mull 1/2" x 2 1/2" steel supplied by others
 Mull 1 - Prep for Vertical Flat Steel Reinforced Mull 1/2" x 2 1/2" steel
 supplied by others - 85 3/4" Long

Standard Mull Charge

3 13/32" Jamb

4 1/2" Overall Jamb Depth

Thru Jamb Installation

NOTICE: The recipient is solely responsible for offloading all deliveries from the Marvin truck. Please ensure the appropriate persons and lifting / handling equipment are present and prepared to take delivery and offload the product.

Weight Summary

Weight(s) provided are approximate calculated packaged weight(s).

Screen, 4 lbs.

Sub Assembly 1, 246 lbs.

Sub Assembly 2, 214 lbs.

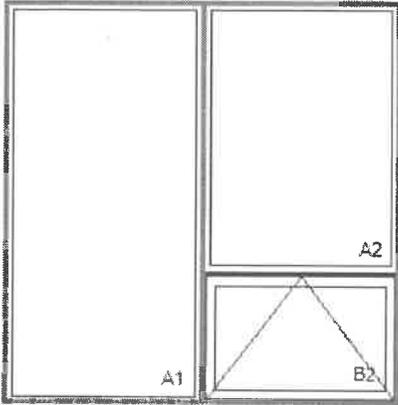
***Note: Safe handling requires proper lifting techniques using adequate personnel and appropriate mechanical assistance, based on weight and dimensions.

***Note: Non-certified mull: check with local code officials for project specific requirements.

***Note: Unit Availability and Price is Subject to Change

Line #12 Qty: 1	Mark Unit: Modern Medium TG	Net Price:	3,895.45
		Ext. Net Price: USD	3,895.45

MARVIN



As Viewed From The Exterior

RO 85 1/4" X 86 1/2"

Egress Information A1, A2, B2

No Egress Information available.

Performance Information A1

U-Factor: 0.2

Solar Heat Gain Coefficient: 0.33

Visible Light Transmittance: 0.55

Condensation Resistance: 72

CPD Number: MAR-N-444-00978-00001

ENERGY STAR: N, NC

Performance Information A2

U-Factor: 0.18

Solar Heat Gain Coefficient: 0.34

Visible Light Transmittance: 0.57

Condensation Resistance: 75

CPD Number: MAR-N-444-00938-00001

ENERGY STAR: N, NC

Performance Information B2

U-Factor: 0.31

Solar Heat Gain Coefficient: 0.29

Visible Light Transmittance: 0.5

Condensation Resistance: 58

CPD Number: MAR-N-447-00280-00001

Performance Grade A1, A2

Licensee #1150

AAMA/WDMA/CSA/101/I.S.2/A440-11

CW-PG40 3083X1589 mm (62.57X121.38 in)

Deflection at Certified Size and Performance: 1.19

CW-PG40 DP +40/-40

FL28365

Performance Grade B2

Licensee #1153

AAMA/WDMA/CSA/101/I.S.2/A440-11

CW-PG50 1626X2438 mm (64X96 in)

CW-PG50 DP +50/-50

FL29659

Ebony Exterior
 Ebony Interior
 2W2H - Rectangle Assembly
 Assembly Frame Size
 83 3/4" X 85 3/4"
 Assembly Rough Opening
 85 1/4" X 86 1/2"
 Prep for Field Mull Assembly
 Mull Kit(s) Included
 Sub Assembly 1 - 1W1H
 Basic Frame 41 7/8" x 85 3/4"
 Unit Locations: A1
 Sub Assembly 2 - 1W2H
 Basic Frame 41 7/8" x 85 3/4"
 Unit Locations: A2,B2

Unit: A1

Modern Direct Glaze Rectangle
 Basic Frame 41 7/8" X 85 3/4"
 Rough Opening 43 3/8" X 86 1/2"
 TG - 1 1/4 in - 1 Lite
 Tripane Low E2/E1 w/Argon
 Black Perimeter Bar

Unit: A2

Modern Direct Glaze Rectangle
 Basic Frame 41 7/8" X 57 3/4"
 Rough Opening 43 3/8" X 58 1/2"
 TG - 1 1/4 in - 1 Lite
 Tripane Low E2/E1 w/Argon
 Black Perimeter Bar

Unit: B2

Modern Awning Crank Out - Roto Operating
 Basic Frame 41 7/8" X 28"
 Rough Opening 43 3/8" X 28 3/4"
 Sash
 IG - 15/16 in - 1 Lite
 Low E2 w/Argon
 Black Perimeter Bar
 Matte Black Folding Handle
 Aluminum Screen
 Ebony Screen Surround
 Bright View Mesh
 ***Screen/Combo Ship Loose

Vertical Flat Steel Reinforced Mull 1/2" x 2 1/2" steel supplied by others
 Mull 1 - Prep for Vertical Flat Steel Reinforced Mull 1/2" x 2 1/2" steel
 supplied by others - 85 3/4" Long

Standard Mull Charge

3 13/32" Jambs

4 1/2" Overall Jamb Depth

Thru Jamb Installation

NOTICE: The recipient is solely responsible for offloading all deliveries from the Marvin truck. Please ensure the appropriate persons and lifting / handling equipment are present and prepared to take delivery and offload the product.

Weight Summary

Weight(s) provided are approximate calculated packaged weight(s).

Screen, 3 lbs.

Sub Assembly 1, 213 lbs.

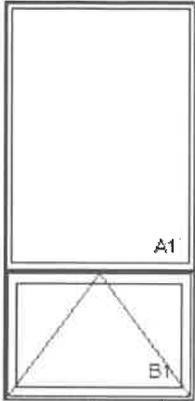
Sub Assembly 2, 170 lbs.

***Note: Safe handling requires proper lifting techniques using adequate

personnel and appropriate mechanical assistance, based on weight and dimensions.
 ***Note: Non-certified mull: check with local code officials for project specific requirements.
 ***Note: Unit Availability and Price is Subject to Change

Line #13	Mark Unit: Modern Small TG	Net Price:		2,463.72
Qty: 1		Ext. Net Price:	USD	2,463.72

MARVIN



As Viewed From The Exterior

RO 42" X 86 1/2"
Egress Information A1, B1
 No Egress Information available.
Performance Information A1
 U-Factor: 0.18
 Solar Heat Gain Coefficient: 0.34
 Visible Light Transmittance: 0.57
 Condensation Resistance: 75
 CPD Number: MAR-N-444-00938-00001
 ENERGY STAR: N, NC
Performance Information B1
 U-Factor: 0.31
 Solar Heat Gain Coefficient: 0.29
 Visible Light Transmittance: 0.5
 Condensation Resistance: 58
 CPD Number: MAR-N-447-00280-00001
Performance Grade A1
 Licensee #1150
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG40 3083X1589 mm (62.57X121.38 in)
 Deflection at Certified Size and Performance: 1.19
 CW-PG40 DP +40/-40
 FL28365
Performance Grade B1
 Licensee #1153
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 1626X2438 mm (64X96 in)
 CW-PG50 DP +50/-50
 FL29659

Ebony Exterior
 Ebony Interior
 1W2H - Rectangle Assembly
 Assembly Frame Size
 40 1/2" X 85 3/4"
 Assembly Rough Opening
 42" X 86 1/2"

Unit: A1
 Modern Direct Glaze Rectangle
 Basic Frame 40 1/2" X 57 3/4"
 Rough Opening 42" X 58 1/2"
 TG - 1 1/4 in - 1 Lite
 Tripane Low E2/E1 w/Argon
 Black Perimeter Bar

Unit: B1
 Modern Awning Crank Out - Roto Operating
 Basic Frame 40 1/2" X 28"
 Rough Opening 42" X 28 3/4"
 Sash
 IG - 15/16 in - 1 Lite
 Low E2 w/Argon
 Black Perimeter Bar
 Matte Black Folding Handle
 Aluminum Screen
 Ebony Screen Surround
 Bright View Mesh
 ***Screen/Combo Ship Loose

Standard Mull Charge
 3 13/32" Jamb
 4 1/2" Overall Jamb Depth
 Thru Jamb Installation

NOTICE: The recipient is solely responsible for offloading all deliveries from the Marvin truck. Please ensure the appropriate persons and lifting / handling equipment are present and prepared to take delivery and offload the product.

Weight Summary
 Weight(s) provided are approximate calculated packaged weight(s).
 Assembly, 166 lbs.
 Screen, 3 lbs.

***Note: Safe handling requires proper lifting techniques using adequate personnel and appropriate mechanical assistance, based on weight and dimensions.
 ***Note: This configuration is certified to AAMA 450 and meets a minimum structural performance of DP 40. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the Marvin ADM for additional information regarding the performance rating of the selected mulls.
 ***Note: Unit Availability and Price is Subject to Change

Project Subtotal Net Price: USD	25,363.21
0.000% Sales Tax: USD	0.00
Project Total Net Price: USD	25,363.21

PRODUCT AND PERFORMANCE INFORMATION

NFRC energy ratings and values may vary depending on the exact configuration of glass thickness used on the unit. This data may change over time due to ongoing product changes or updated test results or requirements.

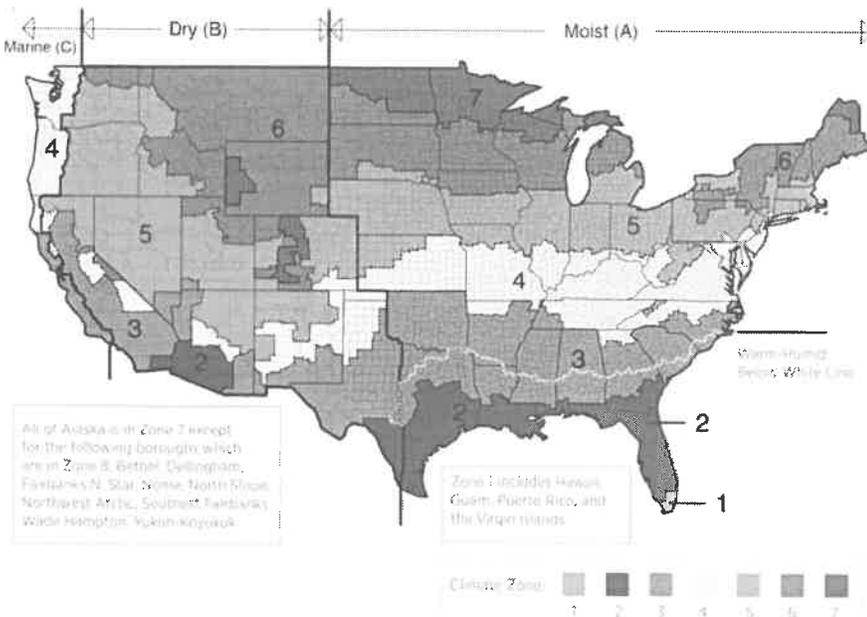
The National Fenestration Rating Council (NFRC) has developed and operates a uniform national rating system for the energy performance of fenestration products, including windows and doors. For additional information regarding this rating system, see www.nfrc.org.

NFRC energy values and ratings may change over time due to ongoing product changes, updated test results or requirements.

Review the map below to determine if your units meet ENERGY STAR for your location.



International Energy Conservation Code (IECC) Climate Regions





K.E. Bergeron Mechanical Systems , LLC

310 Marlboro St., LLC
 310 Marlboro Street
 Keene, NH 03431

(603) 721-1227
 randallwalter@gmail.com

ESTIMATE #	#1631
ESTIMATE DATE	Nov 08, 2021
TOTAL	\$10,645.75

CONTACT US
 216 Marlboro Street, Suite #3
 Keene, NH 03431

(603) 563-8305
 housecall@kebms.com

ESTIMATE

Mitsubishi Ductless Split System - single zone wall mounted for 1,000 S.F. 2nd floor space with roof mounted condensing unit.

- Includes the following work:
- Apply for, Pay for and Obtain and Building Permit.
 - Provide and install one (1) 36,000 BTU Mitsubishi Standard Heat Pump System with wall mounted indoor unit and roof mounted outdoor unit.
 - Provide 6"x6" pressure treated lumber and slip pads for roof mounted equipment.
 - Provide and install one (1) snow stand to support the condensing unit off the roof.
 - Provide crane services to lift condensing unit to roof.
 - Provide and install Type ACR Insulated refrigerant lines.
 - Pressure test new line set with 500 PSI Dry Nitrogen, includes up to 35' of line set.
 - Evacuate line set - add in additional refrigerant charge required for proper system operation.
 - Provide and install condensate pump and drain lines as necessary.
 - Provide and install low voltage control wiring as required.
 - As a MITSUBISHI DIAMOND ELITE CONTRACTOR provide factory authorized startup of your system.
 - Provide all material and labor necessary for one (1) complete and operational MITSUBISHI heat pump system.
 - Provide one year labor and material warranty on all work.
 - Provide two year MITSUBISHI parts warranty to original purchaser of system.
 - Our work will be conducted continuously and professionally to the highest construction standards possible.

- Our firm fixed price excludes the following work:
- Stamped, Engineered Pivots.
 - The cost of high voltage power wiring to the system.
 - The cost of roofing in a pitch pocket for line set penetration through roof.
 - Upgrade to internet connectivity/remote via MITSUBISHI KUNIO Cloud WiFi Adapters. Offered at \$260.00/interior zone at time of construction and \$350.00/interior zone after construction is completed.
 - The cost of a WiFi router and internet service at the home (required for remote monitoring and adjustment).

- WORK REQUIRED BY OTHERS FOR SYSTEM TO OPERATE:
- High Voltage Power Wiring of outdoor Heat Pump condensing unit.
 - Provide and install a roof pitch pocket for line set through roof

SCHEDULING:

The work will take approximately one (1) business day to complete.

PAYMENT TERMS:

50% Deposit due with your order.
 50% due the day of completion of our work.

IT IS UNDERSTOOD THAT ALTHOUGH LABOR IS ITEMIZED THIS IS A FIXED BID JOB. UTILIZING MORE OR LESS LABOR HOURS TO COMPLETE THE WORK, WILL NOT CHANGE THE PRICE.

Item	Qty	Unit Price	Amount
Employees - HVAC Technician labor	32.0	\$105.00	\$3,360.00
HVAC Technician Labor			
Building Permit	1.0	\$325.00	\$325.00
Building Permit Fee			
M-Series Outdoor Units - MUZ-GS36NA-U1	1.0	\$2,665.44	\$2,665.44
Mitsubishi - MUZ-GS36NA-U1 (36,000 BTU/H Heat Pump Outdoor Unit			
M-Series Indoors Units - MSZ-GS36NA-U1	1.0	\$1,219.00	\$1,219.00
Wall Mounted Heat Pump			
Mitsubishi zone rough in package	1.0	\$400.00	\$400.00
Disconnect switch, interconnecting cable, drain lines, hardware, sealants, etc.			
Accessories - QSMS1801	1.0	\$287.84	\$287.84
Quick-Sling® - QSMS1801 18" Mini Split Sling "Wide" - Holds up to 450 lbs.			
1/4" x 5/8" x 50' Type ACR Copper line set	1.0	\$412.00	\$412.00
6"x6" PT Lumber, Hardware and slip pads.	1.0	\$450.00	\$450.00
PVC/Drainage - Condensate Pump	1.0	\$90.00	\$90.00
Little Giant Condensate Removal Pump, 115V with safety switch GS1425 VCMAC201ULS			
Nitrogen	1.0	\$105.00	\$105.00
Medium Cylinder of Nitrogen Gas			
Equipment Use - Evacuation Machine Charge	1.0	\$35.00	\$35.00
Triple Evacuate Refrigerant Circuit, Oil and Screen Charge.			
Overhead	1.0	\$935.00	\$935.00

10% Overhead

Profit	1.0	\$1,029.00	\$1,029.00
10% Profit			
Equipment Use - BUCKET TRUCK Crane Charges	1.0	\$360.00	\$360.00
Crane Rental Charges - Includes OSHA Lit Plan			
Subtotal			\$11,674.75
10% PROFIT G.C. discount per Kim			- \$1,029.00
Total			\$10,645.75

Thank you for your business and support. If we have exceeded your expectations let us know by leaving a google review! Visit:

[https://www.google.com/search?hl=en-](https://www.google.com/search?hl=en-US&gl=us&q=K.+E.+Bergeron+Mechanical+Systems,+LLC,+216+Marlboro+St+Suite+3,+Keene,+NH+03431&ludocid=11835651497121149723&sig=AB86z5W368M4BUJHV9k5EW5TDknW#lrd=0x89e173c723a8b59f:0x)

[US&gl=us&q=K.+E.+Bergeron+Mechanical+Systems,+LLC,+216+Marlboro+St+Suite+3,+Keene,+NH+03431&ludocid=11835651497121149723&sig=AB86z5W368M4BUJHV9k5EW5TDknW#lrd=0x89e173c723a8b59f:0x](https://www.google.com/search?hl=en-US&gl=us&q=K.+E.+Bergeron+Mechanical+Systems,+LLC,+216+Marlboro+St+Suite+3,+Keene,+NH+03431&ludocid=11835651497121149723&sig=AB86z5W368M4BUJHV9k5EW5TDknW#lrd=0x89e173c723a8b59f:0x)

Respectfully,

Kim E. Bergeron, EIT
Manager

K.E. Bergeron Mechanical Systems, LLC

216 Marlboro Street – Suite 3

Keene, NH 03431

www.kebms.com

kim@kebms.com

(603) 563-8305 (bus)

(603) 563-7062 (fax)

Our Company Motto:

"There are no Problems, Just Solutions"

Like us on Facebook: <https://www.facebook.com/bergeronmechanical/>

Follow us on Instagram: <https://www.instagram.com/kebms/>



K.E. Bergeron Mechanical Systems , LLC

310 Marlboro St., LLC
 310 Marlboro Street
 Keene, NH 03431

(603) 721-1227
 randallwaller@gmail.com

ESTIMATE #	#1602
ESTIMATE DATE	Nov 09, 2021
TOTAL	\$14,647.90

CONTACT US
 216 Marlboro Street, Suite #3
 Keene, NH 03431

(603) 563-8305
 housecall@kebms.com

ESTIMATE

Mitsubishi Ductless Split System - single zone ducted for 1,000 S.F. 1st floor space with ground mounted condensing unit.

- Includes the following work:
- Apply for, Pay for and Obtain and Building Permit.
 - Provide and install one (1) 36,000 Btu Mitsubishi HYPER HEAT Heat Pump System with INDOOR AIR HANDLING unit and ground mounted outdoor condensing unit.
 - Provide and install one (1) snow stand to support the condensing unit off the roof.
 - Provide field fabricated ductwork transitions to connect new air handling unit to existing supply air ductwork.
 - Provide AIR BEAR air filter assembly on return side of air handling unit.
 - Provide and install Type ACR Insulated refrigerant lines.
 - Pressure test new line set with 500 PSI Dry Nitrogen. Includes up to 35' of line set.
 - Evacuate line set - add in additional refrigerant charge required for proper system operation.
 - Provide and install condensate pump and drain lines as necessary.
 - Provide and install low voltage control wiring as required.
 - As a MITSUBISHI DIAMOND ELITE CONTRACTOR provide factory authorized startup of your system.
 - Provide all material and labor necessary for one (1) complete and operational MITSUBISHI HYPER HEAT heat pump system.
 - Provide one year labor and material warranty on all work.
 - Provide twelve year MITSUBISHI parts warranty to original purchaser of system.
 - Our work will be conducted conscientiously and professionally to the highest construction standards possible.

- Our firm fixed price excludes the following work:
- Stamped, Engineered Prints.
 - The cost of a condenser pad.
 - The cost of high voltage power wiring to the system.
 - The cost of roofing in a patch pocket for line set penetration through roof.
 - Upgrade to internet connectivity/control via MITSUBISHI NUMO Cloud WiFi Adapters. Offered at \$250.00/interior zone at time of construction and \$350.00/interior zone after construction is completed.
 - The cost of a WiFi router and internet service at the home (required for remote monitoring and adjustment).

- WORK REQUIRED BY OTHERS FOR SYSTEM TO OPERATE.**
- Condenser Pad to support outdoor condensing unit and stand.
 - High Voltage Power Wiring of outdoor Heat Pump condensing unit.
 - Provide and install a roof patch pocket for line set through roof.

SCHEDULING:

The work will take approximately one (1) business day to complete.

PAYMENT TERMS:

50% Deposit due with your order
 50% due the day of completion of our work.

IT IS UNDERSTOOD THAT ALTHOUGH LABOR IS ITEMIZED THIS IS A FIXED BID JOB. UTILIZING MORE OR LESS LABOR HOURS TO COMPLETE THE WORK WILL NOT CHANGE THE PRICE.

Item	Qty	Unit Price	Total
Employees - HVAC Technician labor	49.0	\$105.00	\$5,040.00
HVAC Technician Labor			
Building Permit	1.0	\$325.00	\$325.00
Building Permit Fee			
Mitsubishi SUZ-KA36NAHZ single zone Hyper Heat H2i Heat Pump Condensing Unit	1.0	\$3,454.56	\$3,454.56
Mitsubishi SUZ-KA36NAHZ single zone Hyper Heat H2i Heat Pump Condensing Unit			
M-Series Indoors Units - SVZ-KP36NA	1.0	\$1,810.00	\$1,810.00
Mitsubishi - Ducted M-Series Multi-Position Air Handler 36,000 BTU			
Mitsubishi zone rough in package	1.0	\$400.00	\$400.00
Disconnect switch, interconnecting cable, drain lines, hardware, sealants, etc.			
Accessories - QSMS1801	1.0	\$287.84	\$287.84
Quick-String - QSMS1801 18" Mini Split Stand "Wide" - Holds up to 400 lb.			
Hardware - LS-3/8X5/8X1/2X50-PDM	1.0	\$302.50	\$302.50
3/8X5/8X1/2X50 PDM LINE SET DRL INSUL			
Ductwork - Galvanized metal transition	1.0	\$450.00	\$450.00
PVC/Drainage - Condensate Pump	1.0	\$90.00	\$90.00
Little Giant Condensate Removal Pump, 115V with safety switch 534425 VQMA201UL0			
Accessories - MHK2	1.0	\$306.00	\$306.00
Wireless Remote Controller Kit Programmable MITSMHK2			



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.3.

Meeting Date: January 13, 2022
To: Finance, Organization and Personnel Committee
From: Keene Young Professionals Network
Through: Patricia Little, City Clerk
Subject: **Keene Young Professionals Network - Taste of Keene - Use of Surplus Community Event Funding**

Recommendation:

Attachments:

1. Communication - Keene Food Festival

Background:

The Keene Young Professionals Network is seeking use of any surplus community event funding to use towards the Taste of Keene event which is targeted for either June 4 or June 5.

Keene Food Festival

Alana Fiero
KYPN President

Michael Remy
KYPN Events Chair

Amanda Smith
KYPN Partnership Chair

Mayor Hansel & the Keene City Council
3 Washington St
Keene, NH 03431
603-357-9804

Dear Mayor Hansel & the Keene City Council,

Keene Young Professionals Network is seeking to host the Taste of Keene event again this Spring to act as another 're-opening' of the City of Keene after what already feels like a long winter. While none of us have a crystal ball to know what June will look like, we'd like to be hopeful and prepared as we were last year.

To that end, we hope that the City Council will again be supportive of this event.

We are currently targeting June 4th or 5th with an understanding that we may have to adjust our plans based on the ever-evolving state of current events and would look to have a 'rain date' later in the year if the timing isn't right to hold large outdoor events like this in June.

As a learning from last year, we are partnering with ArtWalk to make sure we are aligned on a plan for downtown for the event.

In addition to permission to close Central Square, we are also requesting that the City review the events budget to determine if there are any unspent funds from other cancelled or scaled back events that could potentially be allocated to help offset the expenses that the City would traditionally bill to an organization for services. While we appreciate that this may not be the same level of support as last year we hope that some support could potentially be possible.

Similar to last year, the key points are:

- Drawing people back to our downtown businesses to kick off the warmer weather
- Opening Central Square to pedestrians only to allow a family-friendly draw to Downtown
- Local restaurants set up in the parking spaces around the square highlighting their options
- Cooking demonstrations and music throughout the day
- Beverage tasting tent located on nearby private property to highlight locally available beverages

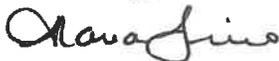
Keene Young Professionals Network is a program of the Hannah Grimes Center for Entrepreneurship, with the mission of connecting young professionals in the Monadnock region to their peers and their communities, through social, educational, and service opportunities.

We look forward to partnering with the City to make this a safe, successful, and fun event.

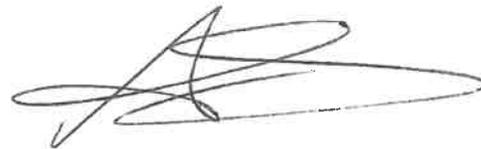
Sincerely,



Michael Remy



Alana Fiero



Amanda Smith





CITY OF KEENE NEW HAMPSHIRE

Meeting Date: January 13, 2022

To: Finance, Organization and Personnel Committee

From: Jeffrey Chickering, Deputy Fire Chief

Through: Mark Howard, Fire Chief
Merri Howe, Finance Director/Treasurer
Elizabeth Dragon, City Manager

Subject: **Radio Reprogramming Grant Reimbursement - Deputy Fire Chief**

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend the City Manager be authorized to do all things necessary to accept and spend \$1,400.00 awarded from the Department of Safety under the 2019 Homeland Security Grant for the radio reprogramming grant reimbursement initiative.

Attachments:

None

Background:

On January 16, 2020, the Keene Fire Department was informed by the Department of Safety that we had successfully completed the survey and successfully submitted the MOA signed by the City Manager on June 12, 2019 for the Radio Reprogramming Grant.

The FFY 2019 grant provides funds to the Department of Safety to establish and implement a reimbursement program to assist public safety agencies upgrading their radios through standardized interoperable reprogramming for use in interoperable communications systems.

The Keene Fire Department is required to maintain interoperability due to past grants and past equipment provided by the State. This grant will pay for our radios to be reprogrammed, it maintains interoperability and it assures that any future updates will be provided.

The radio programming has been completed as of 11/22/2021. The total cost is \$1,400.00. We are expected to pay the bill with the vendor and then make a request to be reimbursed when we have the cancelled check showing payment to the vendor.



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.5.

Meeting Date: January 13, 2022
To: Mayor and Keene City Council
From: Councilor Randy Filiault
Through: Patricia Little, City Clerk
Subject: Councilor Randy Filiault - Request to Use Excess NH Road Toll Credits as the City's Match for the Lower Winchester Street Project

Council Action:

In City Council January 6, 2022.

Referred to the Finance, Organization and Personnel Committee.

Recommendation:

Attachments:

1. Communication_Filiault

Background:

Councilor Filiault is requesting that the City submit a written request urging the NHDOT to approve the application of excess toll credits to the lower Winchester Street project as the City's local match of 20%.

Honorable Mayor & City Council
3 Washington Street
Keene, NH 03431

January 4, 2022

**Subject: Request to Use Excess NH Road Toll Credits
Lower Winchester Street Project**

To the Honorable Mayor and Council:

Recently, I learned Tolls paid by drivers are used to build and maintain NH Interstate highways can also be used as credits in lieu of state matching funds on Federal projects but – according to NH Department of Transportation policy – only on projects administered by NHDOT. The recently passed Federal Toll Credit Marketplace Act would allow “surplus” NH toll credits to be sold to other states at a discounted rate.

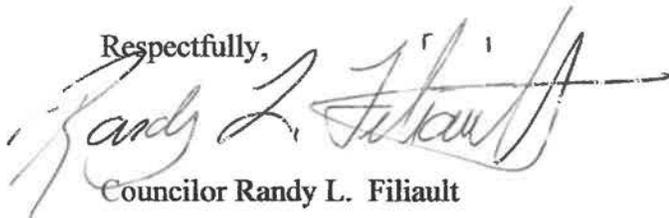
It is my opinion, and that of other interested stakeholders, who believe these NH surplus toll credits should be made available to NH municipalities and non-profits for their 20% match used to secure Federal grants. The NH Rail Trail Toll Credit Committee has researched this program and it has some suggestions that would ease the funding burden for cities, towns and non-profits (see attached findings).

For our interest, the city manager has already identified the Lower Winchester Street project as a potential candidate for such consideration by the NHDOT. It is further my understanding, the city’s local match is 20%.

I strongly concur with the research conducted on this matter, and I recommend that the Keene City Council submit a written request urging the NHDOT to approve our request for local property tax relieve by applying for the application of excess toll credits to our identified project.

Respectfully, I request this matter be sent to committee for further discussion.

Respectfully,



Councilor Randy L. Filiault



The New Hampshire Rail Trail Coalition Proposes Using Toll Credits to Satisfy Federal Match Requirements Saving New Hampshire Cities and Towns Millions

The Problem: When the Federal Government provides funds for transportation projects it requires that New Hampshire cities and towns match 20% of the federal funds with local funds. Many towns and cities cannot afford to provide this match. As a result, many local sidewalks, rail trails and pedestrian facilities are never built or are built on the backs of local taxpayers.

The Solution: The State of New Hampshire has excess "toll credits", federal credits generated by NH drivers using our three toll roads. These toll credits are routinely used by the NH Department of Transportation to satisfy their match requirement on projects on which it is the manager but NH law prohibits towns and cities from using them on their federal projects except with the approval of a legislative committee which has almost never allowed such use. NH has such a surplus of these toll credits (over \$200 million) that Senator Shaheen has inserted a provision in the recently passed federal infrastructure bill that would allow NHDOT to sell these credits to other states. A simple change in state law would allow NH cities and towns to use these same federal credits. No federal approval would be required for this change.

What We Ask: We propose to sponsor the necessary change in state law to allow NH cities and towns to use these credits without payment but we need your support to get it into law. If you are willing to help us please let us know at the email address listed below.

Further Information: If you are interested in helping us but would like further information please contact Alex Bernhard, 603.998.2788 or aabernhard@comcast.net.

Yours for a better New Hampshire,

The New Hampshire Rail Trail Coalition, a New Hampshire non profit entity.

December 22, 2021



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: January 13, 2022
To: Finance, Organization and Personnel Committee
From: Martine Fiske, Library Director
Through: Elizabeth Dragon, City Manager
Subject: **Agreement for Leased Parking - Library Director**

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend the City Manager be authorized to do all things necessary to negotiate and execute an agreement with Millar Realty, LLC for the lease of four parking spaces at 67 Winter Street.

Attachments:

None

Background:

The Library has leased four parking spaces at 67 Winter Street since October 2012. The former leaseholder sold the property on December 27, 2021. The Library would like to continue the arrangement with the new owner.

The leased spaces are directly across the street from the Library. Library staff use the space when they have mobility issues and when loading/unloading vehicles for off-site programs. The nearest employee parking, on Gilbo Street, is two blocks away from the Winter Street staff entrance and library driveway.

The Library Director discussed parking history with staff and the Director of Economic Development. Discussions included the potential to remove four public parking spaces in the Library parking lot, adjacent to Winter Street. The Library has had reduced programming for nearly five years due to the construction project and the COVID pandemic. Such conditions render available parking statistics unreliable for the Library's true parking load potential under "normal" conditions with the expanded meeting and program space. Therefore, the Library Director does not recommend reducing public parking on site at this time. The Director will review the continued need for leased parking spaces after there is at least eighteen months of post-pandemic parking history.



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: January 13, 2022

To: Finance, Organization and Personnel Committee

From: Donald Lussier, City Engineer

Through: Elizabeth Dragon, City Manager
Kurt Blomquist, Public Works Director

Subject: **Winchester Street Reconstruction Project - Contract Change Order - City Engineer**

Recommendation:

Move that the Finance, Organization, and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a change order with McFarland Johnson for professional services associated with the Winchester Street Reconstruction Project, for an amount not to exceed \$12,000.00.

Attachments:

None

Background:

On January 7, 2021, the City Council voted to acquire portions of three parcels of land needed for the Winchester Street Reconstruction Project using the Eminent Domain procedure. Following these procedures, the City Manager (acting through legal counsel) filed Declarations of Taking with the New Hampshire Board of Tax and Land Appeals (BTLA) on or about February 24, 2021. The owner of two of the condemned parcels subsequently challenged the necessity and net public benefit of the condemnation.

McFarland Johnson is the design engineer for this project and was retained to provide expert witness services in the matter of Keene v. RE Sandri TVE, LLC. Their original contract for these services was based on an assumed level of effort which included reviewing the Plaintiff's expert report, preparing a rebuttal report, attending two preparatory meetings and two days of expert witness testimony. As a result of various motions and filings by the parties, MJ was required to prepare a supplemental report addressing public benefits. They have also attended three days of trial to date. An additional four days of trial are anticipated.

The City's share of this change order will be \$2,400, to be taken from the previously appropriated project budget (90266-A).



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: January 13, 2022

To: Finance, Organization and Personnel Committee

From: Donald Lussier, City Engineer

Through: Kurt Blomquist, Public Works Director
Elizabeth Dragon, City Manager

Subject: **Colony Court Sewer Replacement Project - Engineering Change Order -
City Engineer**

Recommendation:

Move that the Finance, Organization & Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a contract change order with Dubois & King for engineering and technical services on the Colony Court Sewer Replacement Project, for an amount not to exceed \$72,000.

Attachments:

None

Background:

During the 2021 construction season, the City began work on the replacement of the Colony Court Sewer Replacement Project. The project entailed replacement of sewers from the intersection of Wright Street and Washington Street to the intersection of Colony Court and Gilsum Street. This sewer main, particularly the segment between Gilsum Street and Ellis Court, has been a source of repeated sanitary sewer overflows due to its poor condition and very flat slope.

The contractor completed approximately 65% of the contract last season. Once the work proceeded into the off-road section between Colony Court and Gilsum Street, they encountered extremely difficult subsurface conditions. The soft clay material through which the existing sewer main passes had a nearly liquid consistency once disturbed by the excavation. The typical construction methods used when working in soft soils have not been effective in this case.

The design engineer has been asked to evaluate alternatives and re-design the last 500 feet of the sewer main installation. Alternatives to be considered will include various "soil improvement" technologies, trench protection systems (e.g., sheet piling) and alternative routing. In addition to technical feasibility, the consultant will be tasked with determining the most economical approach.

Any of these alternatives will result in significantly higher construction costs. Staff anticipates negotiating a change order with the construction contractor and returning to the Council once the

price for the re-designed approach is determined.

The change order exceeds the City Manager's change order authority.

Funding for this project was appropriated as part of the FY21 Capital Improvement Program (Project No. 08055-21). Funds are available within the authorized project budget.



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: January 13, 2022

To: Finance, Organization and Personnel Committee

From: Donald Lussier, City Engineer

Through: Kurt Blomquist, Public Works Director
Elizabeth Dragon, City Manager

Subject: **Lower Winchester Street Reconstruction Project - Project Agreements -
City Engineer**

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute an inter-municipal Agreement with the Town of Swanzey relative to the Lower Winchester Street Reconstruction Project (NHDOT Project No. 40666).

Move that the Finance, Organization & Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a three-party Project Agreement with the New Hampshire Department of Transportation and the Town of Swanzey for the Lower Winchester Street Reconstruction Project (NHDOT Project No. 40666).

Attachments:

None

Background:

The Lower Winchester Street Reconstruction Project is included in the New Hampshire Department of Transportation's (NHDOT) current Ten Year Transportation Improvement Plan (NHDOT Project No. 40666). The project will receive Federal Aid Program funding under the "Fixing America's Surface Transportation System Act" (FAST-ACT). This program covers 80% of all eligible project costs and requires the local project sponsor to provide 20% matching funds. The City Council approved local matching funds for the design and property acquisition phase of this project in the FY21 and FY22 Capital Improvement Program. Additional funding for the project is planned in Fiscal Years 23 through 26.

The scope of this project will include reconstruction of Winchester Street from the Rt. 101 roundabout to the Swanzey town line. The project will improve traffic flow along the corridor by addressing poor roadway geometry and optimizing lane configuration. Pedestrian and bicycle facilities will be added. The Winchester Street Bridge over Ash Swamp Brook will also be replaced. The Town of Swanzey and the Southwest Regional Planning Agency have requested that the project limits be extended south to provide consistent roadway and pedestrian treatments across the municipal boundary.

Therefore, the scope of the project will also include roadwork and sidewalks extending approximately 500 feet into Swanzey.

Since the project limits have been extended to include work in the Town of Swanzey, an inter-municipal agreement is required to clarify the management and administration of the project as well as the sharing of costs. Under the terms of this agreement, Swanzey will be responsible for paying a fixed percentage of the design and construction administration costs (based on the estimated proportion of construction costs). Each municipality will be responsible for the construction costs within their jurisdiction. Keene Public Works Department staff will act as the primary Project Manager. Swanzey will designate a Project Liaison to serve as our single point of contact with the Town. In addition, the Town will designate two individuals to serve on an ad-hoc Project Steering Committee.

The City and Town are required to enter into a project-specific, three-party agreement with the NHDOT. The agreement defines the duties and responsibilities of both the Sponsors (City and Town) and the NHDOT. The agreement is similar in form to the project agreement covering the Winchester Street Reconstruction Project (i.e., Rt. 101 to Island St.).



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.10.

Meeting Date: January 13, 2022

To: Finance, Organization and Personnel Committee

From: Donald Lussier, City Engineer

Through: Kurt Blomquist, Public Works Director
Elizabeth Dragon, City Manager

Subject: **Wells Street Parking Facility - Design and Technical Services for Repairs**

Recommendation:

Move that the Finance, Organization & Personnel Committee recommend that funds appropriated in FY 22 for miscellaneous minor repairs to the Wells Street Parking Structure be designated for design and technical services for a large scope of repair work.

Attachments:

None

Background:

The FY 22 Capital Improvement Plan included \$55,100 for a variety of minor repairs to the Wells Street garage (Project. No. 90041). During the summer and fall of 2021, several of the previously observed defects became worse. In two instances, the deterioration resulted in small pieces of concrete falling onto cars parked below. An investigation by a structural engineer determined that a more significant repair project is needed at this time. This same investigation reviewed the upper surface membrane and determined that it is in need of work.

Funds have been requested through the FY23 CIP to complete this larger repair. The scope is expected to include replacement of failed joint sealant, repair of damaged concrete and replacement of the worn waterproofing and protective membrane on the upper level.

In order to potentially complete these repairs during the calendar year 2022 construction season, the planning and design will need to begin and be completed prior to July 1, 2022. Staff requests that the previously appropriated funds for minor repairs be used to begin the design work immediately. The minor repairs funded by the FY22 appropriations will be completed as part of the larger project.

The funds have already been appropriated for the Wells Street Parking Facility, so the only adjustment is the designation from construction to design work.



CITY OF KEENE NEW HAMPSHIRE

ITEM #A.11.

Meeting Date: January 13, 2022
To: Mayor and Keene City Council
From: Elizabeth Fox, ACM/Human Resources Director
Through: Elizabeth Dragon, City Manager
Subject: **Relating to Class Allocation and Salary Schedule Ordinance O-2022-01**

Council Action:

In City Council January 6, 2022.
Referred to the Finance, Organization and Personnel Committee.

Recommendation:

That the City Council refer Ordinance O-2022-01 to the Finance, Organization and Personnel Committee.

Attachments:

1. Ordinance O-2022-01_referral

Background:

This ordinance advances several adjustments related to non-bargaining unit schedules including the probationary firefighter hourly wage scale (62-191) and class allocations listed for administrative, office, technical and management positions (62-194) responding to recruitment, workforce and organizational needs.



CITY OF KEENE

O-2022-01

Twenty-two

In the Year of Our Lord Two Thousand and

Relating to Class Allocations and Salary Schedules

AN ORDINANCE

Be it ordained by the City Council of the City of Keene, as follows:

That the Ordinances of the City of Keene, as amended, hereby are further amended by deleting the stricken text and inserting the bolded text in Section 62-191, "Probationary Firefighter;" and Section 62-194, "Administrative, Office, Technical and Management personnel", of Chapter 62 entitled, "Personnel," effective January 23, 2022.

George S. Hansel, Mayor

In City Council January 6, 2022.
Referred to the Finance, Organization
and Personnel Committee.


City Clerk

City Code Section 62-191

PROBATIONARY FIREFIGHTER
HOURLY WAGE SCHEDULE
Non-bargaining unit
(effective January 23, 2022)

<u>GRADE</u>		<u>STEP 1</u>
F 1	Firefighter/EMT B	\$20.64
F 2	Firefighter/A-EMT	\$21.87
F 3	Firefighter/Medic	\$23.27
F 4	Paramedic Only	\$21.87

City Code Section 62-194

ADMINISTRATIVE, OFFICE, TECHNICAL AND MANAGEMENT

(effective January 23, 2022)

<u>GRADE</u>	<u>CLASS ALLOCATION</u>
S 4	Library Aide
S 5	Minute Taker
S 6	Administrative Assistant; Records Clerk
S 7	Administrative Assistant I
S 8	NO POSITIONS ASSIGNED
S 9	NO POSITIONS ASSIGNED
S 10	Audio Video Production Specialist
S 11	Office Manager; Parking Services Technician
S 12	Librarian I; Planning Technician; Executive Secretary; Staff Accountant; Police Dispatch Supervisor; Fire Department Administrator
S 13	NO POSITIONS ASSIGNED
S 14	NO POSITIONS ASSIGNED
S 15	Executive Assistant; Librarian II; Payroll Administrator; Human Resources Assistant; Youth Services Manager; Mapping Technician; Engineering Technician; Technical Support Specialist ; Assistant City Clerk; Parking Operations Manager; Senior Paralegal
S 16	Planner; Laboratory Supervisor
S 17	Appraiser; Recreation Programmer; Librarian III; Parks & Cemetery Maintenance Superintendent; Treatment Plant Manager ; Fleet Services Operations Manager; Senior Staff Accountant; Airport Maintenance & Operations Manager; IT Systems Specialist
S 18	Water/Sewer Operations Manager; Purchasing Agent; Civil Engineer; Solid Waste Manager; Maintenance Manager; Revenue Collector; Records Manager/Deputy City Clerk; Laboratory Manager; Human Services Manager, Treatment Plant Manager
S 19	Transportation/Stormwater Operations Manager; Utilities Treatment Operations/Plant Manager; Senior Planner; Recreation Manager
S 20	Systems Administrator; Purchasing & Contract Services Manager; Assistant City Attorney
S 21	NO POSITIONS ASSIGNED
S 22	NO POSITIONS ASSIGNED
S 23	NO POSITIONS ASSIGNED
S 24	City Engineer; Assistant Public Works Director/Division Head; Assistant IT Director; Database Administrator; Airport Director; Building/Health Official
S 25	Human Resources Director; Library Director; Assistant Finance Director/Assistant Treasurer; Police Captain; Deputy Fire Chief
S 26	Community Development Director; City Assessor; Parks, Recreation & Facilities Director
S 27	Finance Director/Treasurer; IT Director
S 28	Police Chief; Fire Chief; Public Works Director
S 29	NO POSITIONS ASSIGNED
S 30	NO POSITIONS ASSIGNED