



City of Keene Zoning Board of Adjustment

AGENDA

Monday, March 3, 2025 6:30 p.m. City Hall, 2nd Floor Council Chambers

- I. Introduction of Board Members:
- II. Voting: Chair and Vice Chair
- III. Minutes of the Previous Meeting: November 4, 2024
- IV. Unfinished Business:
- V. Hearings:

ZBA-2025-01: Petitioner, Cedarcrest Inc., represented by Megan Ulin, from ReVision Energy, requests a variance for property located at 91 Maple Ave., Tax Map #227-018-000. This property is in the Conservation District and is owned by Cedarcrest Inc. The Petitioner requests a variance to permit the installation of a medium scale solar energy system in the Conservation District per Article 7.3.5 and Table 8-1 of the Zoning Regulations.

- VI. New Business:
Adoption of the 2025 calendar year meeting schedule
- VII. Communications and Miscellaneous:
- VIII. Non-Public Session: (if required)
- IX. Adjournment:

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1 **City of Keene**
2 **New Hampshire**

3
4
5 **ZONING BOARD OF ADJUSTMENT**
6 **MEETING MINUTES**
7

8 **Monday, December 2, 2024**

6:30 PM

**Council Chamber,
City Hall**

Members Present:

Richard Clough, Chair Pro Tem
Edward Guyot
Zach LeRoy

Staff Present:

Evan Clements, Planner

Members Not Present:

Joseph Hoppock, Chair
Jane Taylor, Vice Chair

9
10
11 **I) Introduction of Board Members**
12

13 Mr. Clough called the meeting to order at 6:30 PM and explained the procedures of the meeting.
14

15 Evan Clements, Planner, stated that in the absence of Chair Joe Hoppock and Vice Chair Jane
16 Taylor, the ZBA needs to elect a Chair Pro Tem for the meeting. Mr. Guyot nominated Mr.
17 Clough. Mr. LeRoy seconded the nomination, which passed by unanimous vote.
18

19 Roll call was conducted. Mr. Clough designated alternate member Zach LeRoy as a voting
20 member.
21

22 **II) Minutes of the Previous Meeting: November 4, 2024**
23

24 Mr. Guyot made a motion to approve the meeting minutes of November 4, 2024. Mr. LeRoy
25 seconded the motion, which passed by unanimous vote.
26

27 **III) Unfinished Business**
28

29 Mr. Clough asked if there was any unfinished business. Mr. Clements replied no.
30

31 **IV) Hearings**

32 **A) Continued ZBA-2024-27: Petitioner, George Hansel of Tailfeather**
33 **Strategies, Keene, requests a variance for property located at 7 Aliber Place,**
34 **Tax Map #590-093-000. This property is in the Downtown Edge District and is**

35 **owned by Jared Goodell of Keene. The Petitioner requests a variance for new**
36 **construction within 20' of the minimum interior setback that is required when a**
37 **parcel in the Downtown Edge District is abutting a parcel in the Downtown**
38 **Transition District per Article 4.4.1.E of the Zoning Regulations.**
39

40 Mr. Clough introduced ZBA-2024-27 and asked to hear from staff.
41

42 Mr. Clements stated that as the Board is aware, this project received Zoning relief at the August
43 19, 2024 ZBA meeting for the built-to zone, a Special Exception for a parking reduction, and
44 relief from the side setback. He continued that as the project has progressed, due to
45 circumstances, the applicant is before the Board again to amend the condition of approval that
46 was placed on the Variance for the side yard setback. In reviewing the nature of the project and
47 where it stands currently, staff believe that an amendment to that condition is more appropriate
48 than the equitable waiver process that was mentioned at the last hearing.
49

50 Mr. Clements continued that in preparation for tonight's meeting, he went through the minutes of
51 the August 19 meeting and tried to better ascertain the Board's rationale for setting the setback
52 requirement at five feet as opposed to what is normally 20 feet. Surprisingly, the minutes were
53 vague on that particular point. The majority of the discussion was about the lot in general and the
54 fact that there was a parking lot abutting where this project would be located, and there was not a
55 lot of discussion on how close to the property line this project should be. It seemed to him that
56 there was an ad hoc acknowledgement of some building and life safety codes and practices
57 related to, for example, fire separation between buildings that are closer than five feet. The
58 Building Code requires additional separation for any building that is within five feet of a
59 property line because the Building Code assumes that the abutter might also choose to build at
60 some point in the future. That said, a significant number of properties and buildings in the city
61 are closer than five feet from another building or the property line. This project itself, by the
62 Zoning Ordinance, was required to be between 0 and 20 feet from the front property line.
63

64 Mr. Clements continued that the project has not changed. The hardship that the Board found
65 when this project first came in, in the staff's opinion, is just as applicable as it was before. The
66 concern related to life safety and fire codes is that staff believe necessitated that conditions can
67 be (remedied) through mechanisms other than the Zoning Ordinance. He asked if the Board
68 wanted him to read the five criteria from that notice of decision in the August meeting, to refresh
69 the Board's memory of the decisions they made when they first approved this Variance. Mr.
70 Clough replied yes.
71

72 1. *Granting the Variance would not be contrary to the public interest.*
73

74 Mr. Clements stated that the Board voted 3 to 0 and found that the proposed use would not be
75 contrary to the public since the abutting lot affected by the setback reduction is a parking lot.
76

77 2. *If the Variance were granted, the spirit of the Ordinance would be observed.*

78 Mr. Clements stated that the Board voted 3 to 0 and found that the proposed use would not
79 violate the spirit of the Ordinance.

80

81 3. *Granting the Variance would do substantial justice.*

82

83 Mr. Clements stated that the Board voted 3 to 0 and found that the proposed use would not harm
84 the general public, as the new building location would be far from the public right-of-way.

85

86 4. *If the Variance were granted, the values of the surrounding properties would not be*
87 *diminished.*

88

89 Mr. Clements stated that the Board voted 3 to 0 and found that the surrounding properties' values
90 would not be diminished with the investment of the lot and removal of some of the pavement,
91 and noted that it would increase green space, and activity within the lot will increase safety.

92

93 5. *Unnecessary Hardship*

94 A. *Owing to special conditions of the property that distinguish it from other*
95 *properties in the area, denial of the variance would result in unnecessary hardship*
96 *because*

97 i. *No fair and substantial relationship exists between the general public*
98 *purposes of the ordinance provision and the specific application of that provision*
99 *to the property because:*

100 and

101 ii. *The proposed use is a reasonable one.*

102

103 Mr. Clements stated that the Board voted 3 to 0 and found the project not viable if conforming
104 due to the irregular shape of the lot, and that conforming to the Ordinance would limit the
105 number of residential units in a downtown district.

106

107 Mr. Clements continued that the Board mentioned the five-foot setback at the beginning of the
108 discussion on this case and it was not talked about again to the very end when the Board put
109 forth the motion to approve.

110

111 Mr. LeRoy asked if Mr. Clements has any feedback from the Building Department about what
112 they need or require for fire protection. Mr. Clements replied that he will not go into specifics,
113 because he is not very well-versed, but he will say that due to the location of the existing
114 structures, the required fire separation will have to be done regardless. He continued that it
115 would be the same as if there was not a setback concern and it was two buildings within five feet
116 of each other. From a building science perspective, the reduction in penetrations, the additional
117 rating for separation would still be required from the building side.

118

119 Mr. LeRoy asked if that is speaking specifically to the 5-foot to 3.5-foot difference they are
120 discussing tonight. Mr. Clements replied yes, all of those measures would have to happen.

121 Mr. Clough asked to hear from the Petitioner.

122 George Hansel of Tailfeather Strategies thanked the Board for coming together on this project
123 again, and thanked Mr. Clements for giving a good summary. He continued that he could go
124 through all the criteria again, but the bottom line is that the project has not changed substantially
125 since they were granted this relief. As he explained before, there is a difference of a couple of
126 feet here, but they (he and Mr. Goodell) do not feel that will materially, on the ground, make any
127 difference. The appropriate upgrades to the fire protection of the walls that would be impacted
128 will be made, so he does not think there are any life safety concerns as a result of this reduction
129 from five feet to two or three feet. They are asking the Board to approve the Variance again.
130 They feel strongly that the criteria have been met.

131
132 Mr. Hansel continued that in addition, the extra time they have had to look at this has prompted
133 them to look at this side interior setback in general. An additional hardship came to light, which
134 they had not thought of before – this is one of only four properties in the city that would have
135 this side interior setback as a result of being next to a downtown transition area. This property
136 owner owns two of the properties, which all about this parking lot. The other two properties Mr.
137 Goodell does not own are already within the setback. Thus, this is a unique situation in the city,
138 which really adds to the hardship criterion. It has compelled (him and Mr. Goodell) to approach
139 the City about looking at this as a zoning change for the future. They will be arguing that case
140 next week.

141
142 Mr. Hansel continued that in the meantime, they want to move forward and get this resolved.
143 They appreciate the time the Board put in and that (Vice Chair Taylor) put in to give them the
144 suggestion of looking at the equitable waiver path forward. Between the last ZBA meeting and
145 now, they (he and Mr. Goodell) talked to their legal counsel and City staff and concluded that
146 this was their best path forward. They concluded that the Variance criteria they put forward in
147 this application stand on their own and this was the best option for the property owner.

148
149 Mr. Hansel asked if he should go through the criteria. Mr. Clough replied that he and Mr. Guyot
150 do not need that, but Mr. LeRoy, although he was at the November meeting, did not hear it at
151 (the August meeting). Mr. LeRoy replied that he is comfortable with the information and does
152 not need it repeated.

153
154 Mr. Guyot asked if there would be opportunity in the future to add additional structures to the
155 parcel that the Variance is being granted on. Mr. Hansel replied, not really. He continued that
156 based on current zoning and what it looks like, this will essentially build out the parcel, adding
157 six new units.

158
159 Mr. LeRoy stated that he did not see elevation drawings in the packet. He asked Mr. Hansel to
160 describe the orientation of the building and which way the roof pitches. Mr. Hansel showed
161 Marlboro St. and the parcel that does not have any frontage, stating that that is what brought him
162 and Mr. Goodell here in the first place. He continued that the three new duplexes will be added
163 and look very similar to the other homes and structures in the area. They worked hard to make

164 sure the siding was a similar color and that overall, they are not doing anything that is way
165 outside of what a traditional, single-family or two-family home looks like in this part of the city.
166 Each unit has two exits. He showed the centralized parking area.

167

168 Mr. LeRoy stated that he was trying to get information about which way the roof pitches, to
169 (know) that it does not impact on the neighbors. Mr. Hansel replied that it will not be an issue. It
170 is the gable end.

171

172 Mr. Clough asked if any members of the public wished to speak in opposition. Hearing none, he
173 asked if anyone wished to speak in support. Hearing none, he closed the public hearing and
174 asked the Board to deliberate.

175

176 Mr. Guyot, having a question for staff, asked if (the Board is deliberating on) a Variance on top
177 of a Variance they have already granted, or if this Variance will, if approved, replace the one the
178 Board already granted. Mr. Clements replied that, fundamentally, it will replace the previous
179 Variance. He continued that it is the same relief, a modification to the condition on the previous
180 Variance. Administratively, they will probably just put it on top, but it is, in effect, a
181 modification.

182

183 *1. Granting the Variance would not be contrary to the public interest.*

184

185 Mr. Guyot stated that he is fine with that (criterion). Mr. Clough replied that he agrees with that,
186 too. He continued that as had been stated before, nothing about the location (is such) that
187 denying this Variance would be in any change to any sort of public interest, because where the
188 setback is, the public does not have access to it, except in a parking lot.

189

190 *2. If the Variance were granted, the spirit of the Ordinance would be observed.*

191

192 Mr. Guyot stated that it seems to him that they are still in line with the original discussion the
193 Board had when the first Variance was granted. Mr. LeRoy stated that he agrees. Mr. Clough
194 stated that he also agrees, and continued that as Mr. LeRoy mentioned, it might have made a
195 little bit of a difference if the roof were pitched and there would be snow falling off. The Board
196 has denied Variances when snowfall would have gone on a neighbor's lot, regardless of what the
197 neighbor's lot is. However, since this is the gable end where the snow would be falling, he does
198 not think they have any issue there.

199

200 *3. Granting the Variance would do substantial justice.*

201

202 Mr. Guyot stated that given the current status of the property where construction has begun,
203 foundations are in place, and buildings are up, as he understands it, the justice is there if they
204 continue with the Variance here. Mr. LeRoy replied that he agrees. Mr. Clough stated that it
205 would be a very odd choice to tell someone they have to take it all down and move it a foot and a
206 half, then move the other building a foot and a half, and then change all of the parking. He

207 continued that that would be completely unrealistic, so he agrees (with Mr. Guyot and Mr.
208 LeRoy).

209
210 4. *If the Variance were granted, the values of the surrounding properties would not be*
211 *diminished.*

212
213 Mr. Guyot stated that he agrees, same as before. Mr. Clough stated that the surrounding
214 properties are essentially a parking lot, and again, as had been stated in earlier hearings, that is
215 unlikely to change soon. He continued that it is not as if that property will be sold and someone
216 else will try to develop it; it is a long-term situation.

217
218 5. *Unnecessary Hardship*

219 A. *Owing to special conditions of the property that distinguish it from other*
220 *properties in the area, denial of the variance would result in unnecessary hardship*
221 *because*

222
223 Mr. Guyot stated that he absolutely agrees that denial would result in excessive hardship. Mr.
224 LeRoy replied yes, excessive and unnecessary.

225
226 i. *No fair and substantial relationship exists between the general public*
227 *purposes of the ordinance provision and the specific application of that provision*
228 *to the property*

229
230 Mr. Clough stated that it would not serve anyone very well.

231
232 and

233 ii. *The proposed use is a reasonable one.*

234
235 Mr. Guyot stated that this still stands.

236
237 Mr. Guyot made a motion to approve ZBA-2024-27, submitted by Tailfeather Strategies on
238 behalf of Jared Goodell, relative to the property located at 7 Aliber Place, Tax Map #590-093-
239 000, to request a Variance for new construction within the 20-foot minimum interior setback that
240 is required when a parcel in the Downtown Edge District is abutting a parcel in the Downtown
241 Transition District.

242
243 Mr. Clough asked if the motion needs to say something specifically about the 3.5-foot setback.
244 Mr. Clements replied that it is up to the Board whether they want to add a new condition or just
245 remove the 5-foot condition.

246
247 Mr. Guyot stated that he will add to the motion that the Board grants a 3.5-foot setback versus
248 the previous 5-foot setback.

249

250 Mr. Clough asked if that is okay with the Petitioner. Mr. Hansel replied that they would like two
251 feet. Mr. Clough asked if they need two feet on every line, or if they can make it specific to that
252 one interior line. Mr. Hansel replied that it is the only interior line. Mr. Clements replied that it is
253 the only one subject to this.

254

255 Mr. Guyot stated that he will adjust his modification to the motion to say the Board would allow
256 a two-foot setback. Mr. LeRoy seconded the motion.

257

258 1. *Granting the Variance would not be contrary to the public interest.*

259

260 Met with a vote of 3-0.

261

262 2. *If the Variance were granted, the spirit of the Ordinance would be observed.*

263

264 Met with a vote of 3-0.

265

266 3. *Granting the Variance would do substantial justice.*

267

268 Met with a vote of 3-0.

269

270 4. *If the Variance were granted, the values of the surrounding properties would not be*
271 *diminished.*

272

273 Met with a vote of 3-0.

274

275 5. *Unnecessary Hardship*

276 A. *Owing to special conditions of the property that distinguish it from other*
277 *properties in the area, denial of the variance would result in unnecessary*
278 *hardship because*

279 i. *No fair and substantial relationship exists between the general public*
280 *purposes of the ordinance provision and the specific application of that*
281 *provision to the property because:*

282 *and*

283 ii. *The proposed use is a reasonable one.*

284

285 Met with a vote of 3-0.

286

287 The motion passed with a vote of 3-0.

288

289 V) **New Business**

290

291 Mr. Clough asked if there was any new business. Mr. Clements replied that staff do not have
292 any. He asked if Board members had anything to bring up for discussion at the next meeting.
293 (No).

294

295 **VI) Communications and Miscellaneous**

296

297 **VII) Non-Public Session (if required)**

298

299 **VIII) Adjournment**

300

301 There being no further business, Mr. Clough adjourned the meeting at 6:59 PM.

302

303 Respectfully submitted by,

304 Britta Reida, Minute Taker

305

306 Reviewed and edited by,

307 Corinne Marcou, Board Clerk

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NOTICE OF HEARING

ZBA-2025-01

A meeting of the Zoning Board of Adjustment will be held on **Monday, March 3, 2025, at 6:30 PM** in City Hall Council Chambers, 2nd floor, 3 Washington St, Keene, New Hampshire to consider the following petition.

ZBA-2025-01: Petitioner, Cedarcrest Inc., represented by Megan Ulin, from ReVision Energy, requests a variance for property located at 91 Maple Ave., Tax Map #227-018-000. This property is in the Conservation District and is owned by Cedarcrest Inc. The Petitioner requests a variance to permit the installation of a medium scale solar energy system in the Conservation District per Article 7.3.5 and Table 8-1 of the Zoning Regulations.

You are receiving notice of this hearing as an abutter to or owner of property within 200-ft. of the subject parcel.

This meeting is open to the public, and anyone wishing to speak on the proposal will be given an opportunity to be heard during the public hearing for this application. The application for this proposal is available for public review in the Community Development Department on the 4th floor of City Hall between the hours of 8:00 am and 4:30 pm or online at <https://keenenh.gov/zoning-board-adjustment>

Please be advised that this may be the only certified notice you will receive. You are encouraged to review future Zoning Board of Adjustment agendas for the status of this application at keenenh.gov/zoning-board-adjustment. If you have any questions, please contact me at the Community Development Department at (603) 352-5440.

Corinne Marcou, Zoning Clerk
Notice issuance date February 21, 2025

STAFF REPORT

ZBA-2025-01 – VARIANCE – MEDIUM SCALE SOLAR, 91 MAPLE AVE

Request:

Petitioner, Cedarcrest Inc., represented by Megan Ulin, from ReVision Energy, requests a variance for property located at 91 Maple Ave., Tax Map #227-018-000. This property is in the Conservation District and is owned by Cedarcrest Inc. The Petitioner requests a variance to permit the installation of a medium scale solar energy system in the Conservation District per Article 7.3.5 and Table 8-1 of the Zoning Regulations.

Background:

The subject parcel is an existing 5-acre lot and the location of the Cedarcrest Center for Children with Disabilities, a residential care facility that provides medical, therapeutic, and educational care to children with special needs. The site is located on the eastern side of Maple Ave, approximately 600 ft from the NH Rt 12 interchange in the Low-Density Zoning District.

The applicant is seeking a Variance to permit the construction of a medium scale solar energy system on approximately 1.6 acres of land to be acquired by Cedarcrest from the City of Keene and incorporated into the subject parcel via a Lot Line Adjustment.

This 1.6-acre land area is currently zoned Conservation and is part of the Monadnock View Cemetery. A medium scale solar energy system is not a permitted use in the Conservation Zoning District. This portion of the cemetery is not viable for cemetery plots due to the presence of underground utility lines.

This project came before the Zoning Board of Adjustment at the April 1, 2024, meeting when the City of Keene intended to construct the solar project in the same location but keep the project on the Monadnock View Cemetery parcel located at 521 Park Ave. The ZBA granted a Variance for a large scale solar energy system use and a dimensional Variance to encroach into the 50 ft setbacks required by the sections 7.3.5 and 16.2.3 of the Land Development Code.

Surrounding Uses:

- Religious Uses to the North and East
- Single and Multi-family to the South
- Single family and Hospital to the West
- Cemetery to the Southeast

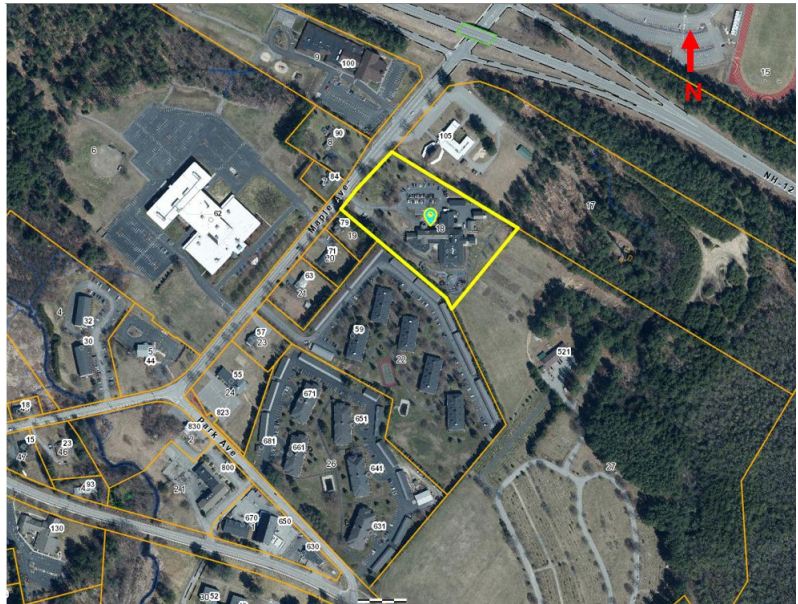


Fig. 1: 91 Maple Ave outlined in yellow

STAFF REPORT

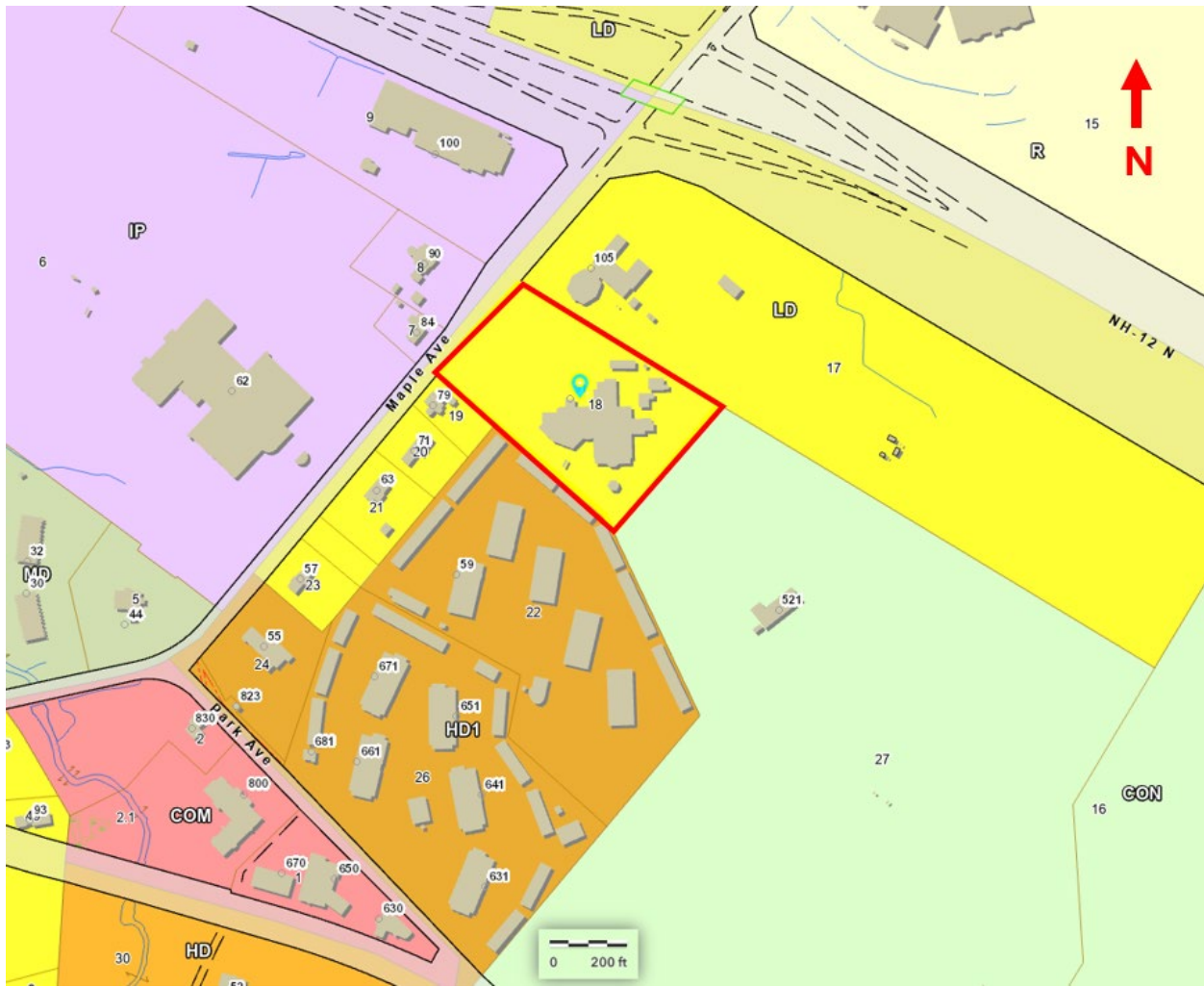


Fig. 2: 91 Maple Ave outlined in red with surrounding zoning districts

Application Analysis: The following is an outline of the relevant sections of the Zoning Ordinance:

7.3 Conservation Zoning District – The Conservation (C) District is intended to provide for those lands which have been identified as necessary to preserve as open space because of their critical or delicate environmental nature.

Permitted Uses

- Cemetery – 8.3.6.A
- Conservation Area – 8.3.6.C
- Telecommunications Facilities (permitted with a Conditional Use Permit) – 8.3.7.E

STAFF REPORT

8.3.7 Infrastructure Uses, subsection B Solar Energy System (Medium) – A solar energy system and associated mounting hardware that is either affixed to or placed upon the ground, and occupies greater than 2,000-sf and less than 1-acre of solar footprint.

Use Standards

- a. The height of ground-mounted solar energy systems shall not exceed 15-ft, as measured from the ground to the highest point of the system, when oriented at maximum design tilt.
- b. Unless located in the Industrial District, no medium-scale ground-mounted solar energy system shall be constructed or operate without first having obtained a solar energy system conditional use permit from the Planning Board in accordance with Article 16.

Article 16. Solar Energy System Conditional Use Permit – Unless located in the Industrial District, the installation or operation of any medium-scale or large-scale ground-mounted solar energy system, as defined in Section 8.3.7.B and Section 8.3.7.C respectively, shall require a solar energy system conditional use permit issued by the Planning Board.

When reviewing the application, the Planning Board will evaluate the following criteria as outlined in section 16.2 of the Land Development Code. See the specific sections for details:

- 16.2.1 Siting
- 16.2.2 Height
- 16.2.3 Setbacks
- 16.2.4 Lot Coverage
- 16.2.5 Visual Buffer
- 16.2.6 Environmental
- 16.2.7 Noise & Glare
- 16.2.8 Security
- 16.2.9 Utility Interconnection

City of Keene, NH

Zoning Board of Adjustment Variance Application



For Office Use Only:	
Case No.	ZBA-2025-01
Date Filled	2/12/25
Rec'd By	CM
Page	1 of 15
Rev'd by	

If you have questions on how to complete this form, please call: (603) 352-5440 or
email: communitydevelopment@keenenh.gov

SECTION 1: CONTACT INFORMATION

I hereby certify that I am the owner, applicant, or the authorized agent of the owner of the property upon which this appeal is sought and that all information provided by me is true under penalty of law. If applicant or authorized agent, a signed notification from the property owner is required.

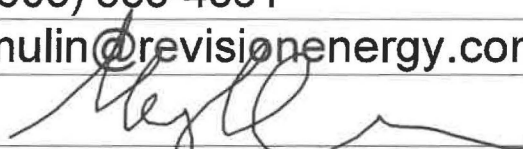
OWNER / APPLICANT

NAME/COMPANY: Cedarcrest Inc.
MAILING ADDRESS: 91 Maple Ave
PHONE: (603) 757-7540
EMAIL: jhayston@cedarcrestcenter.org
SIGNATURE: See attached authorization
PRINTED NAME: Jay Hayston

APPLICANT (if different than Owner/Applicant)

NAME/COMPANY:
MAILING ADDRESS:
PHONE:
EMAIL:
SIGNATURE:
PRINTED NAME:

AUTHORIZED AGENT (if different than Owner/Applicant)

NAME/COMPANY: ReVision Energy attn: Megan Ulin
MAILING ADDRESS: 7A Commercial Drive
PHONE: (603) 583-4361
EMAIL: mulin@revisionenergy.com
SIGNATURE: 
PRINTED NAME: Megan Ulin

SECTION 2: PROPERTY INFORMATION

Property Address: **91 Maple Ave**

Tax Map Parcel Number: **227/018**

Zoning District **Conservation**

Lot Dimensions: Front: **420** Rear: **284** Side: **385** Side: **262**

Lot Area: Acres: **1.698** Square Feet:

% of Lot Covered by Structures (buildings, garages, pools, decks, etc): Existing: **0** Proposed: **1%**

% of Impervious Coverage (structures plus driveways and/or parking areas, etc): Existing: **0** Proposed: **1%**

Present Use: **Cemetery**

Proposed Use: **Medium scale solar array**

SECTION 3: WRITTEN NARRATIVE

Article 25.5.4.A.: Describe the property location, owner of the subject property, and explain the purpose and effect of, and justification for, the proposed variance.

Please see attached narrative.

SECTION 4: APPLICATION CRITERIA

A Variance is requested from Article (s) 7.3.5 & Table 8-1 of the Zoning Regulations to permit:

The installation of a medium scale solar energy system in the Conservation District.

Briefly describe your responses to each criteria, using additional sheets if necessary:

1. Granting the variance would not be contrary to the public interest because:

Please see attached.

2. If the variance were granted, the spirit of the ordinance would be observed because:

Please see attached.

3. Granting the variance would do substantial justice because:

Please see attached.

4. If the variance were granted, the values of the surrounding properties would not be diminished because:

Please see attached.

5. Unnecessary Hardship

A. Owing to special conditions of the property that distinguish it from other properties in the area, denial of the variance would result in unnecessary hardship because:

i. No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because:

Please see attached.

and

ii. The proposed use is a reasonable one because:

Please see attached.

B. Explain how, if the criterial in subparagraph (A) are not established, an unnecessary hardship will be deemed to exist if and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.

Please see attached.

NOTICE LIST

This template can be used to record the name, mailing address, street address, and tax map parcel (TMP) # for each party that is required to be noticed as part of an application.

OWNER NAME	MAILING ADDRESS	STREET ADDRESS (If different from mailing address)	TAX MAP PARCEL (TMP) #
See attached.			

USE VARIANCE APPLICATION
91 Maple Avenue, Keene, NH (Parcel ID: 227-018-000)

PROJECT NARRATIVE

The Applicant, Cedarcrest Inc, is seeking a use variance from Section 7.3.5 and Table 8-1 of the City of Keene Land Development Code to install a medium-scale solar energy system (solar footprint of 32,292 sq ft) on approximately 1.6-acres of undeveloped land in the Conservation District. The proposed location is currently part of the Monadnock View Cemetery (Parcel ID: 227-027-000), and directly abuts Cedarcrest's facility at 91 Maple Ave (Parcel ID: 227-018-000). Cedarcrest expects to purchase the land on which the solar energy system will be installed from the City of Keene via a boundary line adjustment. The City Manager has been authorized by City Council to execute an agreement for the land sale, and the boundary line adjustment application will be reviewed by the Planning Board imminently, following the hearing of this zoning application.

For several years, ReVision Energy, a local employee owned solar company, has been working in partnership with the City of Keene to install solar developments on City-owned land to help achieve the City's goal of transitioning to 100% clean renewable electricity. This goal included the desire to provide opportunities for local non-profit organizations to participate in local community solar farms as system owners and energy offtakers, though they may lack sufficient land on which to develop and install the necessary systems. In 2023, the City identified an unutilized portion of Monadnock View Cemetery as a preferred site for an investor-owned ground-mounted solar energy system. ReVision Energy began due diligence and project development on the parcel under a Letter of Intent with the City, and in April 2024, ReVision Energy was granted use and dimensional variances to install a solar energy system on the Monadnock View Cemetery Property (Parcel ID 227-027-000).

Since that time, Cedarcrest has come forward as the energy offtaker and has entered into a power purchase agreement for the electricity produced from the proposed array. Cedarcrest operates a specialized pediatric medical facility and school at 91 Maple Avenue (abutting the Cemetery), and which requires a high electricity demand of around 543,000 kilowatt hours per year. Their rooftop, due to limited space and a complicated roofline, cannot accommodate a solar energy system that is sufficiently sized to power their facility. In addition, because of the limited lot size (5 acres) and the existing facility footprint, the only way for Cedarcrest to add solar power to their facility is to acquire additional land and install a ground mounted solar array. Due to the proximity of the array to Cedarcrest's facility, and the ability to connect directly to their existing electricity meter, Cedarcrest and the City of Keene have determined that a land purchase via a boundary line adjustment would be the most mutually beneficial path forward to achieve a solar energy system at this site. To facilitate the boundary line adjustment and a more efficient use of space, the project is now proposed to be located on approximately 1.6-acres of land that will be sold to Cedarcrest, southeast of their own parcel, and in the very northwest corner of the existing Cemetery property. This northwest area of the cemetery (about 4.5 acres overall) is unsuitable for burials due to the presence of underground utilities. This location improves the project from the previous iteration by eliminating the need for a dimensional variance, bringing it further into compliance with the zoning regulations for the Conservation District and medium-scale solar energy systems.

The proposed solar project will directly offset around 67% of Cedarcrest’s electricity usage with onsite renewable energy. In fact, the proposed system is not dissimilar to an accessory use for the Cedarcrest facility (and accessory solar is permitted in all zoning districts for rooftops and small-scale ground mounted solar energy systems), it is simply that the scale of Cedarcrest’s operation is larger and requires a larger solar array to support their electricity needs. Because of these limitations, a use variance is necessary for the Cedarcrest parcel (Parcel ID 227-018-000) and to enable reasonable use of the subject property.

RESPONSES TO VARIANCE CRITERIA

- 1. Granting the variance is not contrary to the public interest**
- 2. If the variance is granted, the spirit of the ordinance would be observed**

These first two variance standards are related and are considered together. See Harborside Assocs. v. Parade Residence Hotel, 162 N.H. 508, 514 (2011). “The first step in analyzing whether granting a variance would be contrary to the public interest or injurious to the public rights of others is to examine the applicable zoning ordinance.” Chester Rod & Gun Club, Inc. v. Town of Chester, 152 N.H. 577, 581 (2005). For a variance to be sufficiently contrary to public interest, it “must unduly and in a marked degree conflict with the ordinance such that it violates the ordinance’s basic zoning objectives.” Nine A LLC v. Town of Chesterfield, 157 N.H. 361, 366 (2008). While judging whether “granting a variance violates an ordinance’s basic zoning objectives, [the court considers], among other things, whether it would alter the essential character of the locality or threaten public health, safety, or welfare.” Id. This determination includes examining whether granting the variance would “alter the essential character of the neighborhood.” Harborside Assocs., 162 N.H. at 514.

The proposed use will not adversely impact surrounding properties or the public interest. The solar energy system will be installed on an undeveloped area, currently part of the Monadnock View Cemetery that is at the rear (northwest corner) of the Cemetery’s grounds and is out of sight from most grave sites. Surrounding this portion of the Cemetery are residential, municipal, and commercial/institutional land uses including the Parkwood Apartments, a high-density apartment complex, the Cemetery maintenance building and operations, the First Baptist Church, and Cedarcrest, a specialized pediatric medical facility and school. The visibility of the project is limited from neighboring properties and uses. The proposed solar energy system will be screened from the Parkwood Apartments to south by a substantial buffer of mature trees and shrubs and by a row of enclosed carport structures that are located along the property line. The project will be screened from the First Baptist Church property by mature woods along the property line. The visual impact of the proposed solar energy system on the Cemetery will be minimal given the placement of existing vegetation and the array’s location at the very rear corner of the 46-acre cemetery lot.

Similar to the other uses permitted in the Conservation District (*e.g.*, cemetery, conservation area, telecommunications facilities), a solar energy system is a passive land use. The proposed solar energy system will not generate noticeable levels of noise or traffic. The land beneath and surrounding the solar panels will remain pervious and vegetated with grass, allowing for stormwater infiltration. The use will not threaten public health, safety, or welfare. To the contrary, the creation of solar energy is a benefit to public health and encouraged by the Keene Master Plan.

Given the mixed uses in the neighborhood, the limited visibility of the project location, and the passive nature of the solar energy system, the presence of the system will not alter the existing or permitted character of the neighborhood or locality.

The purpose of the Conservation District is “...to provide for those lands which have been identified as necessary to preserve as open space because of their critical or delicate environmental nature.” See Section 7.3.1 of the Keene Land Development Code. However, there are no critical or sensitive natural resources or features in the area of the proposed solar energy system. This land is not ranked as important wildlife habitat. There are no wetlands, floodplain, surface waters, or steep slopes present. There are no historical or cultural resources present. Also, no significant trees or mature vegetation will be removed as part of this proposal as this land is currently maintained as gardens and flat, mowed field. For security reasons, a 6-foot-high, non-opaque fence will be installed around the perimeter of the array.

In sum, the solar array will not violate basic zoning objectives and, therefore, satisfies the first two variance criteria.

3. Granting the variance will do substantial justice

“Perhaps the only guiding rule [on this standard] is that any loss to the individual that is not outweighed by a gain to the general public is an injustice.” Malachy Glen Assocs. v. Town of Chichester, 155 N.H. 102, 109 (2007).

Granting the variance will allow Cedarcrest to utilize this undeveloped portion of land in a manner that is consistent with the spirit of the ordinance and compatible with surrounding land uses. Denying the variance will not serve the public interest as the proposed solar energy system will be a source of locally generated, clean, renewable energy that will help advance the City’s goals of providing opportunities for local non-profits to access solar energy and will deny Cedarcrest the opportunity to transition a majority of their electricity use to a renewable source.

4. Granting the variances does not diminish the values of surrounding properties

Compared to the existing, high-intensity land uses surrounding the parcel, the proposed solar energy system, which is a passive use, will not have a noticeable impact on surrounding properties. As stated above, the location of the proposed solar energy system is surrounded to the west and north by residential and commercial/institutional land uses including the 120-unit Parkwood Apartments, and the institutional/medical campus for Cedarcrest Center for Children with Disabilities. These neighboring properties are located in a mixed-use neighborhood along the Maple Avenue corridor, which is in the High Density 1 District and Low Density District. Institutional uses in this area include the First Baptist Church of Keene, Cheshire Medical Center’s West Campus, and the Trinity Lutheran Church. Adjacent to the Parkwood Apartments is the Park Place apartment complex, which contains 120 apartments.

With respect to visibility, the proposed solar energy system will be fully screened from the Parkwood Apartments site by an existing buffer of dense vegetation and rows of enclosed carports located along the property line in this area. The project will be screened from the First Baptist Church property by mature woods along the property line. The visual impact of the proposed solar energy system on the Cemetery will be minimal given its placement at the very rear corner of the lot and the surrounding existing vegetation.

Given the passive nature of the proposed solar energy system and its limited impact on the adjacent area, the value of surrounding properties will not be diminished by the proposed use.

This variance criterion is arguably irrelevant to the Cemetery property because the Cemetery is owned by the City, will forever be used as a cemetery, and is not taxed. Thus, the value of the Cemetery property is immaterial. Nevertheless, the presence of the solar energy system will not detract from the aesthetics of the Cemetery or otherwise negatively impact it.

5. Unnecessary Hardship

A. Owing to special conditions of the property that distinguish it from other properties in the area, denial of the variance would result in unnecessary hardship because:

- i. No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because:**

This is a unique property with special conditions that support a finding of unnecessary hardship. The property is in the Conservation District in which only three uses are permitted by right: “cemetery,” “conservation area,” and “telecommunications facilities.” However, this property is located in a portion of the Monadnock View Cemetery (nearly 4.5 acres in total), that is not suitable for use as a cemetery due to the presence of underground utilities. This area of the parcel is also unsuitable for a “conservation area” due to the lack of important natural and cultural features. A “conservation area” is defined in Section 8.3.6.C.1 of the Keene Land Development Code as *“An area of undeveloped open space that preserves and protects natural features, wildlife, and critical environmental features, as well as sites of historic or cultural significance, and may include opportunities for passive recreation, such as hiking trails and lookout structures, and environmental education facilities.”*

Therefore, the only reasonable permitted use for this area is “telecommunications facility,” which would have a greater visual impact on surrounding properties than a ground-mounted solar energy system. “Telecommunications facilities” are defined in Section 8.3.7.E.1 of the Keene Land Development Code as *“Any structure, antenna, tower or other device, which provides commercial mobile wireless services, unlicensed wireless services, cellular telephone services, specialized mobile radio communications (SMR), and personal communications service (PCS), and common carrier wireless exchange access services or other similar services. It does not include any structure erected solely for a residential, noncommercial individual use (e.g. television antennas, satellite dishes, amateur radio antennas).”*

This portion of the property is also unique because it is flat and already cleared of trees and vegetation (and already contains a vegetated buffer between it, the First Baptist Church, and the Parkwood Apartments). These physical attributes further distinguish this property from other properties in the area.

If the ordinance provision (Section 7.3.5) is literally enforced, this land would be practically unusable due to the limited uses allowed in the Conservation District and due to the special conditions of this portion of the parcel. This result would not have a fair and substantial relationship with the purpose of Section 7.3.5. Section 7.3.5 appears to have been intended to protect land areas that are identified as necessary to preserve as open space because of their critical

or delicate environmental nature by allowing for only certain passive uses. Strictly applying those restrictive, permitted uses to this portion of the property will not further the intention of the zoning, and therefore there is not a fair and substantial relationship between the Ordinance provision and its application to this property.

ii. The propose use is a reasonable one because:

The proposed solar energy system is a passive use, similar to the existing cemetery use, that will not adversely affect the Cemetery and surrounding properties. Indeed, it is an ideal use for this area of the parcel, which is a flat, open field containing buried utilities that limit development options. The lack of environmentally sensitive natural or cultural features in this area and the proximity of intense residential and commercial/institutional uses, including a 120-unit apartment complex, make this site less suitable for conservation and environmental protection than other areas of the Conservation District. The proposed solar energy system is a reasonable way to utilize this undeveloped land with minimal impact on the site and adjacent lands. A small portion of the property is already being used by the Parks and Recreation Department as community garden plots. While the proposed solar location does impact some plots, the location in the northwest corner avoids unnecessary bisecting of City lands, provides expansion area for the gardens to the southwest, and ensures that the proposed solar development will meet the dimensional regulations for Medium-Scale Solar Energy Systems and the Conservation District, and that the adjusted lot size and configuration meet all requirements of the Zoning Regulations. Adding a solar use to this area is a further beneficial use of a portion of the Cemetery that cannot be used for burial purposes.

B. Explain how, if the criteria in subparagraph A are not established, an unnecessary hardship will be deemed to exist if, and only if, owing to special conditions of the property that distinguish it from other properties in the area, the property cannot be reasonably used in strict conformance with the ordinance, and a variance is therefore necessary to enable a reasonable use of it.

As the criteria in subparagraph A are established, a response to this section is not necessary. Nevertheless, because of the special physical conditions of the property (*e.g.*, buried utilities, community gardens, etc.), a denial of the variance would render this property practically unusable for the purposes for which it is zoned. Therefore, a variance is necessary to enable a reasonable use of it.

Parcel Number: 227-017-000-000-000
1ST BAPTIST CHURCH OF KEE
105 MAPLE AVE
KEENE, NH 03431

Parcel Number: 227-006-000-000-000
CHESHIRE MEDICAL CENTER
580 COURT ST.
KEENE, NH 03431

Parcel Number: 227-017-000-003-001
VERIZON WIRELESS
PO BOX 2549
ADDISON, TX 75001

Parcel Number: 227-017-000-001-000
1ST BAPTIST CHURCH OF KEE
105 MAPLE AVE
KEENE, NH 03431

Parcel Number: 227-007-000-000-000
JOHNDROW, THOMAS ALAN
JOHNDROW KATHRYN M.
84 MAPLE AVE.
KEENE, NH 03431

Parcel Number: 227-008-000-000-000
WHORFE FRANK
WHORFE TAMMY
90 MAPLE AVE.
KEENE, NH 03431

Parcel Number: 527-002-000-000-000
477 PARK AVENUE REAL ESTA
PO BOX 10383
SWANZEY, NH 03446

Parcel Number: 526-031-000-000-000
MORSE, KAREN A.
5 HUSLANDER RD.
SPOFFORD, NH 03462

Parcel Number: 526-032-000-000-000
WIRKKALA NICHOLAS
GWIRKKALA JESSICA L
4 OLIVO RD
KEENE, NH 03431-2212

Parcel Number: 227-017-000-002-001
AT&T
1010 PINE 9E-L-01
ST. LOUIS, MO 63101

Parcel Number: 227-022-000-000-000
PARKWOOD REALTY LLC
681 PARK AVE
KEENE, NH 03431

Parcel Number: 526-026-000-000-000
WYMAN ANN W.
5 OLIVO RD.
KEENE, NH 03431

Parcel Number: 526-028-000-000-000
BEDARD KEVIN D.
BEDARD JENNIFER A.
548 PARK AVE.
KEENE, NH 03431

Parcel Number: 227-026-000-000-000
PPJ LTD. PARTNERSHIP
681 PARK AVE.
KEENE, NH 03431

Parcel Number: 227-027-000-000-000
CITY OF KEENE
3 WASHINGTON ST.
KEENE, NH 03431

Parcel Number: 227-001-000-000-000
BIG DEAL REAL ESTATE LLC
650 PARK AVE.
KEENE, NH 03431

Parcel Number: 526-030-000-000-000
PRINCETON KEENE LLC
1115 WESTFORD ST.
LOWELL, MA 01851

REVISION ENERGY INC.
7A COMMERCIAL DR.
BRENTWOOD, NH 03833

Parcel Number: 526-029-000-000-000
CDF HOLDINGS LLC
17701 COWAN #100
IRVINE, CA 92614

Parcel Number: 227-016-000-000-000
SAGA COMMUNICATIONS OF NE
69 STANHOPE AVE.
KEENE, NH 03431

HORIZONS ENGINEERING
34 SCHOOL ST.
LITTLETON, NH 03561

Parcel Number: 227-020-000-000-000
CEDARCREST FOUNDATION INC
91 MAPLE AVE.
KEENE, NH 03431

Parcel Number: 526-027-000-000-000
SELBY LEE A.
3 OLIVO RD.
KEENE, NH 03431

HUNTLEY SURVEY & DESIGN,
PLLC
659 WEST RD.
TEMPLE, NH 03084

Parcel Number: 227-019-000-000-000
CEDARCREST INC.
91 MAPLE AVE.
KEENE, NH 03431

Parcel Number: 227-009-000-000-000
TRINITY LUTHERAN CHURCH
100 MAPLE AVE.
KEENE, NH 03431

Parcel Number: 527-003-000-000-000
CENTURY APARTMENTS ASSOCI
PO BOX 565
KEENE, NH 03431

Parcel Number: 227-017-000-001-001
US CELLULAR
PO BOX 2629
ADDISON, TX 75001



AERIAL IMAGE OF PROPOSED SOLAR ENERGY SYSTEM SITE

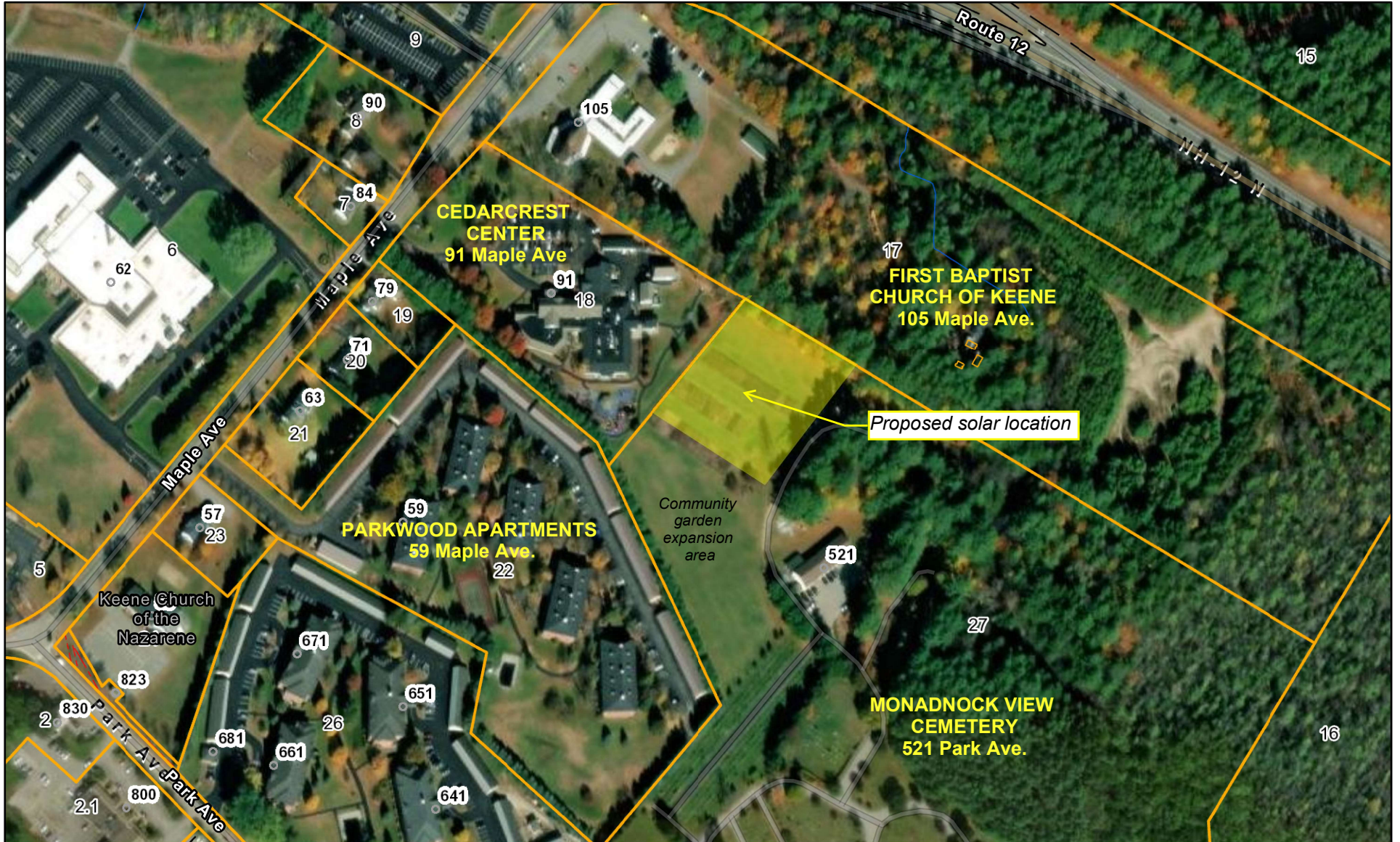


91 Maple Avenue, Keene, NH (Parcel ID: 227-018-000)

1 inch = 276 Feet

February 5, 2025

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Photo Sheets for Variance Application for
91 Maple Avenue (Parcel ID: 227-018-000)



Photo 1: Taken from the West lower corner the proposed array, and looking Northeast at the array location. View of existing vegetative buffer towards the North.



Photo 2: Taken from the West upper corner of the proposed array, looking East towards the existing tree-line and Cemetery Maintenance Shed.

Photo Sheets for Variance Application for
91 Maple Avenue (Parcel ID: 227-018-000)



Photo 3: Taken from East corner of the array, looking Southwest to Cedarcrest and 91 Maple Ave.

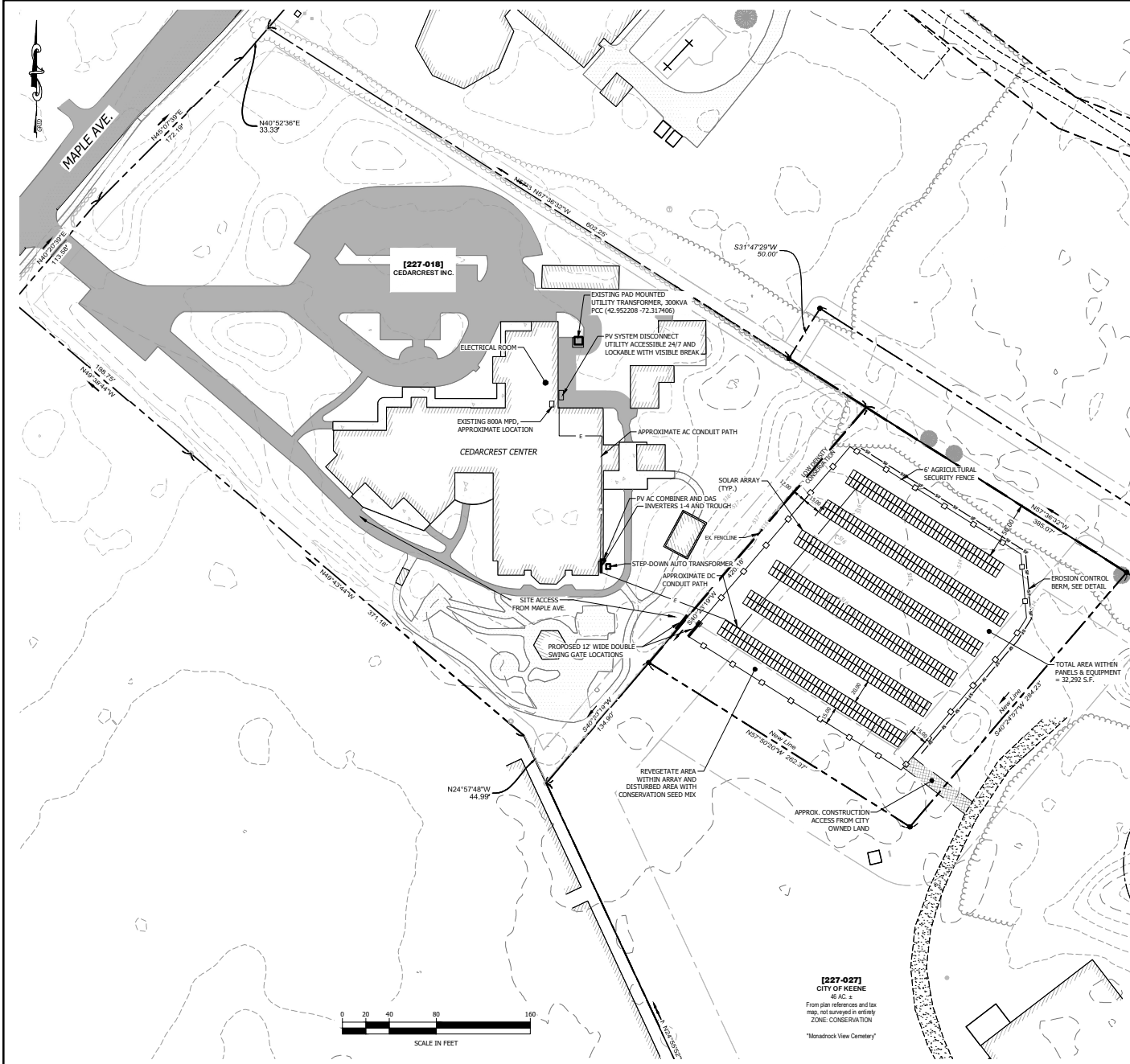


Photo 4: Center of array location, looking South to buffer along Parkwood Apartments and carports.

Photo Sheets for Variance Application for
91 Maple Avenue (Parcel ID: 227-018-000)



Aerial image with solar overlay



SYMBOL LEGEND

	CATCH BASIN		STONE WALL
	HYDRANT		EXISTING CHAIN LINK FENCE
	UTILITY POLE		PROPOSED SECURITY FENCE
	LIGHT POLE		PROPOSED ELECTRICAL LINE
	TELECOM MANHOLE		TREE LINE
	SIGN		EDGE OF PAVEMENT
	SIGN WITH END POSTS		CONCRETE
	POST/ROLLAND		EXISTING GRAVEL
	UNDETERMINED UTILITY BOX		PROPOSED GRAVEL ACCESS
	MAIL BOX		CONFERSURE TREE
	IRON PIPE/PIPE		STONE/CONCRETE BOUND
	STONE/CONCRETE BOUND		CHESHIRE REGISTRY OF DEEDS
			TAX MAP PARCEL NUMBER
			DEED VOLUME & PAGE
			NH HIGHWAY BOUND

CORD
[1-2-3]
123456
NMB

SITE PLAN NOTES

- ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS.
- NO EXISTING MONUMENTS, BOUNDS, OR BENCHMARKS SHALL BE DISTURBED WITHOUT FIRST MAKING PROVISIONS FOR RELOCATION.
- ALL WORK SHALL BE PERFORMED WITHIN THE PROPERTY OF, AND EASEMENTS SECURED BY, THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DATA COLLECTION AND PREPARATION OF RECORD DRAWINGS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONTROLLING EROSION IN ALL AREAS DISTURBED BY HIS ACTIONS. COSTS FOR REQUIRED EROSION CONTROL, REGARDLESS OF WHETHER OR NOT SUCH MEASURES ARE SHOWN ON THE ENGINEERING DRAWINGS, SHALL BE BORNE BY HIM.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PROTECTION OF EXISTING UTILITIES AND SHALL REPAIR ANY DAMAGE AS QUICKLY AS POSSIBLE AT HIS OWN EXPENSE. ALL UTILITIES ENCOUNTERED SHALL BE LOCATED BY DEPTH AND TIES AND SHOWN BY THE CONTRACTOR ON HIS "AS BUILT" DRAWINGS. HAND EXCAVATION SHALL BE DONE WHEREVER UNDERGROUND UTILITIES ARE ANTICIPATED. THE CONTRACTOR SHALL CONTACT DIG SAFE AND THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION IN ORDER TO VERIFY EXISTING CONDITIONS AND UTILITY LOCATIONS.
- BASE MAP INFORMATION INCLUDING BOUNDARY AND TOPOGRAPHY ON THIS PLAN IS FROM PLANS PREPARED BY HUNTLEY SURVEY & DESIGN, TITLED "EXISTING CONDITIONS" AND "BOUNDARY LINE ADJUSTMENT", BOTH DATED FEBRUARY 2, 2025.

CONSTRUCTION SEQUENCE

- INSTALL CONSTRUCTION ENTRANCE, SEE DETAIL.
- INSTALL PERIMETER EROSION CONTROL MEASURES AT LOCATIONS SHOWN ON THE PLANS AND AS NEEDED.
- PROCEED WITH WORK, INSTALLING ARRAY, ELECTRIC EQUIPMENT, AND FENCING, LIMITING THE DURATION OF DISTURBANCE. ANY MINOR POTENTIAL GROUND DISTURBANCES ARE ANTICIPATED TO BE CAUSED BY VEHICLE ACCESS MOVEMENTS PERFORMING THE INSTALLATION OF THE PANELS AND FENCING. THE MAXIMUM LENGTH OF TIME THAT DISTURBED EARTH MAY BE LEFT UNSTABILIZED IS 45 DAYS.
- REMOVE CONSTRUCTION ENTRANCE MATERIALS. BEGIN SEEDING AND MULCHING AREAS DISTURBED BY INSTALLATION EQUIPMENT. ALL DISTURBED AREAS SHALL BE STABILIZED WITH APPROVED METHODS WITHIN 72 HOURS.
- INSPECT ALL EROSION CONTROL MEASURES ON A DAILY BASIS AND AFTER EVERY 0.5 INCHES OF PRECIPITATION. MAINTAIN AND REPAIR ALL MEASURES NO LONGER INSTALLED CORRECTLY.
- PLACE TOPSOIL, SEED AND MULCH.
- MONITOR THE SITE AND MAINTAIN STRUCTURES AS NEEDED UNTIL FULL VEGETATION IS ESTABLISHED.

WE CERTIFY THAT THE KEENE PLANNING BOARD GAVE THIS SITE PLAN FINAL APPROVAL ON _____ AND THAT THE BOARD FOUND THAT ALL CONDITIONS PRECEDENT TO FINAL APPROVAL HAD BEEN SATISFIED.

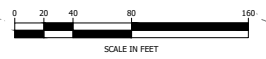
FINAL SUBDIVISION PLAN
APPROVED
PLANNING BOARD
Keene, New Hampshire

DATE: _____ CHAIRMAN

OWNER SIGNATURES:

DATE: _____

[227-027]
CITY OF KEENE
40 AC ±
From plan references and tax map, not surveyed in entirety
ZONE: CONSERVATION
Monastrock View Cemetery



DATE OF PRINT: **FEBRUARY 02 2025**
PROJECT: **REVISION ENERGY SOLAR SITE DEVELOPMENT**

DATE: _____ DATE: _____
NO. _____ DATE: _____
REVISION DESCRIPTION _____

DATE	NO.	BY	CHKD

SURVEYED BY: HEI
ENGINEERED BY: RJH
DRAWN BY: DRW
CHECKED BY: RJH/WTD

horizons Engineering

REVISION ENERGY SOLAR SITE DEVELOPMENT
KEENE, NEW HAMPSHIRE

APPROVED
PLANNING BOARD
Keene, New Hampshire

ISSUED FOR: **REVIEW**
PROJECT #: 240705
DATE: FEBRUARY 2025

SHEET C2.0

LETTER OF INTENT FOR COMMUNITY SOLAR ON CITY PARCELS

THIS LETTER OF INTENT AND EXCLUSIVITY AGREEMENT (“Agreement”) is entered into effective the 29th day of August, 2023 (“Effective Date”), by and between ReVision Energy Inc. (“ReVision”) a Maine corporation with a mailing address of 7 Commercial Drive., Brentwood, NH 03833, and the City of Keene, a NH municipal corporation with a mailing address of 3 Washington Street, Keene, NH 03431 (“City”) (collectively the “Parties”, or, singly, a “Party”).

RECITALS

WHEREAS, the City of Keene on January 17, 2019 established a goal of transitioning the city to 100 percent clean and renewable energy for electricity by 2030, and for all sectors including heat and transportation by 2050, by a 14-1 vote of the Keene City Council;

WHEREAS, the City of Keene is a leader in the New Hampshire Community Power movement and is seeking to integrate local, low-cost renewable energy generation into its public community power default electric service offering through various potential ownership models in the future, including appropriately-sited local community solar farms (“Systems”);

WHEREAS, Keene Housing and other local nonprofit organizations, as well as individual families in Keene, are also seeking to participate in local community solar farms (“Systems”) to offset their electricity needs and costs – as System owners and/or energy off takers under Power Purchase Agreement (PPA) – but lack sufficient land on which to develop and install the necessary Systems;

WHEREAS, ReVision is a renewable energy system development, design, and installation company that has partnered with the City of Keene, Keene Housing, and other local nonprofits since 2017 to install multiple municipal, nonprofit and private-sector solar energy generation projects, awarded via competitive RFPs, that provide energy and electric bill savings to taxpayers, nonprofits, and low-income residents of Keene;

WHEREAS, the City of Keene and Revision have identified multiple City land parcels that have limited public use and are interested in the feasibility of solar development on said parcels with the aim of entering into long-term lease, turnkey purchase, PPA and/or other agreements (“Contracts”) with ReVision so that the City or aligned community solar entities may participate in PPA, or own and operate the Systems for the benefit of the Keene community; **provided, however, that the City of Keene shall have priority, and the discretion, to select either one, or more, of the identified feasible parcels for System installation, together with priority in the execution of Contracts for the use/purchase of the generating capacity of the Systems;**

WHEREAS, ReVision has completed initial development due diligence, at its own expense, for each parcel identified and affirms the solar readiness and feasibility of the four sites (“Facilities”) listed in Appendix A for potential community solar farm Systems;

WHEREAS, the Parties mutually agree that in order to allow for the full development and financing (including civil/environmental engineering, local and state permitting, utility

interconnection, and grant solicitations) of Systems at one or more of the listed City Facilities, ReVision will need exclusive development rights for a period of up to thirty-six (36) months from the Effective Date; and

WHEREAS, on April 7, 2022 the Keene City Council voted unanimously to authorize the City Manager to do all things necessary to negotiate and execute a lease agreement with ReVision for a solar generating System at the first sites in Appendix A in connection with a Renewable Energy Fund grant application made by Keene Housing and ReVision to the State of New Hampshire, which funding round was subsequently put on hold (pausing solar development) and reopened in November 2022;

WHEREAS, on January 26, 2021 the City executed a Letter of Intent and Exclusivity Agreement with ReVision to facilitate development of solar farms at the City's Dillant-Hopkins Airport, following competitive RFP selection, including the 1.34 MW solar farm that was completed at the Keene Wastewater Treatment Plant in 2022 and the third Airport site shown in Appendix A;

WHEREAS, the Parties intend to finalize definitive Contracts setting forth the specific rights and obligations of the parties relating to the siting of Systems at one or more of the Facilities and setting forth the terms under which the City or another aligned financing entity shall own and operate the Systems at the Facilities upon installation by ReVision;

WHEREAS, the City is exploring the possibility of installing higher-voltage charging equipment and associated utility infrastructure for electric vehicles and electric aircraft at the Dillant-Hopkins Airport, to meet the growing demand for transportation electrification, which ReVision is capable of investigating, designing, and installing through its full-service EV Division which ReVision will provide a review as part of this agreement;

WHEREAS, as a preliminary step to the entering into such Contracts, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Systems. Subject to further negotiation and agreement to proceed; to the priority retained by the City of Keene for the selection of the System location(s) and the use/purchase of generating capacity; to any modifications, terms or conditions the parties may ultimately agree to in the Contracts and in any other required agreements; and as may be further modified through the permitting and financing approval processes; the Systems shall consist of one or more community solar farms at the Facilities in Appendix A, which shall deliver tangible benefits to the City of Keene, Keene Housing and/or other local nonprofit or community solar entities, as well as potential EV charging systems.

2. Actions by the Parties. In order to allow for development of the proposed Systems subject to this Agreement, ReVision will make commercially-reasonable efforts to complete the

necessary development activities, at its own expense, to verify the suitability of each Facility for a community solar farm System and secure the requisite financing and energy offtake agreements to complete Systems installation and deliver financial benefits to local entities. Upon successful completion of the development activities and prior to construction, ReVision will present industry-standard Contracts to the City for consideration to enable the construction of Systems at each suitable Facility, and the Parties will negotiate and execute the final Contracts.

3. Contracts Finalization. The Parties understand that Contracts (whether for long-term leases, turnkey purchases, PPAs and/or other agreements) have yet to be finalized, and that Contract negotiations will be conducted in good faith.

4. Exclusivity. ReVision shall have thirty-six (36) months from the execution of this Agreement, or such later date as may be mutually agreed in writing by the Parties, to develop the Systems and to facilitate the finalization of the definitive Contracts to be entered into between the City of Keene and ReVision Energy, Keene Housing, or similar entities which may own and operate said Systems for the benefit of local residents (the “exclusivity period”). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, City of Keene shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement or arrangement with any other person or entity other than ReVision regarding the development of a distributed generation system serving any of the Facilities listed in Appendix A.

5. Costs and Expenses. Each Party shall be responsible for covering its own costs and expenses relating to the development of the Systems and the negotiation of the Contracts, including without limitation, the cost of its own attorneys, consultants and advisors. It is anticipated that the City will incur no costs outside of its own internal legal review and will derive modest lease payments from the Systems owner(s).

6. Confidentiality. As a New Hampshire municipal corporation, the City is subject to the public disclosure requirements of NHRSA 91-A, and shall comply with the requirements of that statute with respect to the receipt and possible disclosure of governmental records arising from or related to the Proposal, this Agreement, or any finalized PPA. To the extent that confidential proprietary information is provided to the City, and marked as such, the City will endeavor to maintain the confidentiality of that information under RSA 91-A. If a public disclosure request is tendered to the City, the City will notify ReVision of the request within 5 business days. If ReVision objects to disclosure by the City, ReVision shall inform the City of the specific reasons for the objection. If the Parties are unable to agree on disclosure, then either party may seek a declaratory ruling from the Cheshire County Superior Court.

7. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and City of Keene.

8. Limitations of Liability. In no event shall either Party be liable to the other Party or its representatives or customers for special, indirect, non-compensatory, consequential, punitive, or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint, or concurrent or strict liability), or otherwise, arising out of this Agreement.

9. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

10. Applicable Law. This Agreement will be governed by the law of the State of New Hampshire without regard to conflicts of law principles.

11. Binding Provisions. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

13. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.


14. Access. The City shall allow ReVision, its employees, agents or consultants, reasonable access to the Facilities for purposes of determining the viability of the Facilities for construction of the Systems. ReVision shall comply with all reasonable requirements of the Facilities in accessing the Facilities. ReVision shall obtain and maintain general liability insurance in the amount of One Million Dollars naming the City as an additional insured, and obtain, or require, Workers' Compensation Insurance for any ReVision employee, or of its consultants or agents, in the New Hampshire statutory amounts, and shall provide evidence of such insurance to the City upon request. ReVision shall indemnify and hold the City of Keene, its officers and employees, harmless from any claims, damages, costs or expenses, including attorneys' fees, arising from any negligence of ReVision, its employees, agents or contractors, in accessing and performing the investigations on City property for the purposes stated in this Agreement.

15. Termination. This Agreement shall terminate upon the occurrence of one or more of the following events: If it is determined by the Parties that it is not feasible for Systems to be located at all of the Facilities, for any reason, after good-faith efforts have been made to overcome locational impediments; if the Parties, acting in good faith, are unable to negotiate Contracts necessary or required to implement and operate the Systems under terms and conditions acceptable to the Parties; in any event at the expiration of 36 months from the Effective Date unless this Agreement is extended by mutual written agreement of the parties. In the event of such termination, neither Party shall have any further right or obligations to the other Party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

ReVision Energy Inc.

City of Keene

By: 

By: 

Print Name: Daniel Weeks

Print Name: Elizabeth Dragon

Title: Vice President

Title: City manager

**APPENDIX A:
City of Keene Parcels (Facilities) and Preliminary Engineer's Renderings
for Community Solar Farms (Systems)**

1. 0 Rose Lane - Parcel # 113-002 (zoned Industrial)

Description: former City Wastewater Treatment Plant with a sealed and capped landfill on which conventional development is restricted



2. 521 Park Avenue - Parcel # 227-027 (zoned Conservation)

Description: cleared field in northwest portion of lot nearby the Monadnock View Cemetery, which has underground utilities preventing cemetery expansion and limiting other future development



Airport Road,

3 Route 32, Swanzey – Keene Dillant-Hopkins Airport (zoned airport)

Description: cleared municipal airport parcels 12 and 14 south of main runway demarcated for future non-aviation development, outside of runway safety/object free areas and protection/visibility zones (see Figure 7: Airport Development Parcels - South)



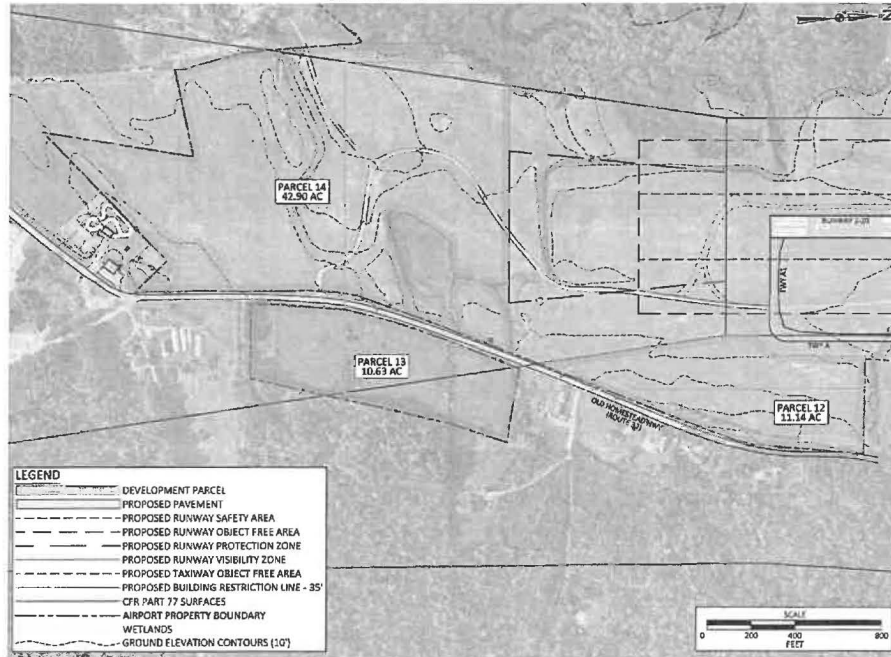
Parcel 12



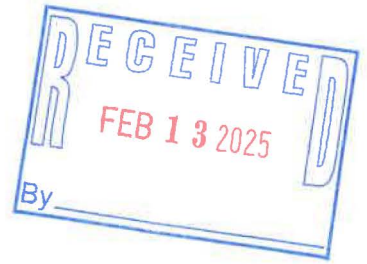
Parcel 14



Figure 7: Airport Development Parcels – South



Source: McFerland Johnson, 2022.



February 13, 2025

City of Keene – Zoning Board of Adjustment
3 Washington Street
Keene, NH 03431
Attention: Evan Clements, Planner

RE: Cedarcrest Inc. Solar Project – Revision Energy
91 Maple Avenue – parcel ID 227-018-000

Dear Chair Hoppock,

This letter is to serve as a letter of support for the requested variance for the installation of a medium-scale solar energy system on approximately 1.6 acres of undeveloped land in the Conservation District located in Monadnock View Cemetery. The City Manager has been authorized by City Council to execute an agreement for the land sale, and the project is consistent with the efforts of the Comprehensive Master Plan and Energy and Climate Committee’s renewable energy initiatives.

This project has been in development for several years after the City began working with Revision Energy to identify parcels within the City that could support medium to large scale projects. Monadnock View Cemetery presented a prime opportunity to not only meet that need but provide support to a local non-profit organization as an energy offtaker. As the project developed, the City determined that a relocation of the project and land purchase would provide the best path forward for everyone involved in the project. Cedarcrest operates as a specialized pediatric medical facility and school which has limited space to provide solar, and with this proposal, it meets our community goals to be provide more sustainable energy and reduce our carbon footprint by 2030.

The City supports the request for a use variance, without installation of additional visual buffer, due to the nature of the location. Currently located in the northwest corner of Monadnock View Cemetery, the parcel is not in view of the public way and is buffered to the south by large pines and carpports from Parkwood Apartments. To the north is a vegetated buffer along the property line of the First Baptist Church. To the east is the cemetery operations building and row of trees buffering Section N of the cemetery. The remaining open 1.5-acre field will be converted into new community garden plots supported by the Parks and Recreation Department.

The solar location provides continued passive use, no different than the current use as garden plots, and will allow the City to redevelop and create a stronger community garden program. This project provides a win-win for the community in many ways, and we hope that you find the spirit of this variance in alignment with our current zoning practices and the Comprehensive Master Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andy Bohannon', with a long horizontal flourish extending to the right.

Andy Bohannon, CPRP
Deputy City Manager

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ZONING BOARD OF ADJUSTMENT 2025 MEETING SCHEDULE

DEADLINE DATE	MEETING DATE*
December 20, 2024	January 6, 2025
January 17, 2025	February 3, 2025
February 14, 2025	March 3, 2025
March 21, 2025	April 7, 2025
April 18, 2025	May 5, 2025
May 16, 2025	June 2, 2025
June 20, 2025	July 7, 2025
July 18, 2025	August 4, 2025
August 15, 2025	September 2, 2025*
September 19, 2025	October 6, 2025
October 17, 2025	November 3, 2025
November 14, 2025	December 1, 2025
December 19, 2025	January 5, 2026

*September meetings are scheduled for Tuesday due to the holiday.

**All meetings begin at 6:30 PM and are held on the first Monday of each month in the Council Chambers, 2nd fl City Hall, unless stated otherwise.