



KEENE CITY COUNCIL
Council Chambers, Keene City Hall
February 21, 2019
7:00 PM

Roll Call
Pledge of Allegiance

MINUTES FROM PRECEDING MEETING

- February 7, 2019

A. HEARINGS / PRESENTATIONS / PROCLAMATIONS

1. Nomination
Heritage Commission

B. ELECTIONS / NOMINATIONS / APPOINTMENTS / CONFIRMATIONS

1. Confirmations
Zoning Board of Adjustment
Conservation Commission
Heritage Commission
Energy and Climate Committee
College/City Commission
Trustees of Trust Funds and Cemetery Trustees

C. COMMUNICATIONS

1. Frank Richter - Resignation - Partner City Committee
2. Stephen Rokes/Liberty Utilities - Withdrawal Request for Easement - Beneath Hickey-Desilets Park - Installation and Operation of Distribution Line for Propane/Air Distribution System
3. Zach Luse/Paragon Digital Marketing - Application for Community Revitalization Tax Relief Incentive (79-E) - Former Grace Methodist Church at 34 Court Street
4. Attorney Thomas Burack/560 Main Street, LLC - Expression of Interest in Acquiring City Property - 560 Main Street

D. REPORTS - COUNCIL COMMITTEES

1. Stephen Rokes/Liberty Utilities - Request for Easement - Beneath Hickey-Desilets Park - Installation and Operation of Distribution Line for Propane/Air Distribution System
2. Petition for a License to Construct and Maintain a Natural Gas Pipeline - Councilor Clark
3. Dubois & King Airport Management Contract - Airport Manager
4. Acceptance of Donation - Monadnock Squares - Parks, Recreation and Facilities Department
5. License Fees for Events Requiring Staff Protocols - City Clerk

6. Marlboro Street - Transportation Alternatives Grant - Public Works

E. CITY MANAGER COMMENTS

F. REPORTS - CITY OFFICERS AND DEPARTMENTS

G. REPORTS - BOARDS AND COMMISSIONS

H. REPORTS - MORE TIME

1. Nancy Sheldon/Shalldu, Ltd. - Acquisition of the Rail Spur that Bisepts Two Parcels of Property - Corner of Ralston and Emerald Streets
2. Tim Zinn/Let it Shine - Request to Use City Property - 2019 Pumpkin Festival

I. ORDINANCES FOR FIRST READING

1. Relating to Vendors - Time Limitations for Certain Activities
Ordinance O-2019-03

J. ORDINANCES FOR SECOND READING

1. Relating to the Conservation Commission
Ordinance O-2019-01

K. RESOLUTIONS

1. Relating to Property Tax Exemptions for Solar, Wind & Wood Heating Energy Systems
Resolution R-2019-05
2. Relating to Human Rights and the Martin Luther King, Jr./Jonathan Daniels Committee
Resolution R-2019-04

Non Public Session
Adjournment

A regular meeting of the Keene City Council was held Thursday, February 7, 2019. The Honorable Mayor Kendall W. Lane called the meeting to order at 7:00 PM. Roll called: Carl B. Jacobs, Terry M. Clark, Randy L. Filiault, Margaret M. Rice, Bartolmiej K. Sapeta, Robert B. Sutherland, George S. Hansel, Bettina A. Chadbourne, Philip M. Jones, and Mitchell H. Greenwald were present. Janis O. Manwaring, Thomas F. Powers, Gary P. Lamoureux, Stephen L. Hooper and David C. Richards were absent. Councilor Chadbourne led the Pledge of Allegiance. A motion by Councilor Greenwald to accept the minutes from the January 17, 2019 regular meeting was duly seconded by Councilor Jones. The motion passed with a unanimous vote in favor.

ANNOUNCEMENTS – MAYOR

The Mayor announced that the Finance, Organization and Personnel Committee will continue its Capital Improvements Program review on Thursday, February 14, 2019 at 5:30 PM. The CIP schedule shows one additional FOP meeting on February 28, 2019, but it may not be necessary. Continuing on with the CIP, a Public Hearing is scheduled for Thursday, March 7, 2019 at 7:00 PM. The FOP Committee is scheduled to make its recommendations on March 7th and the adoption of the CIP is scheduled for the Council meeting on March 21, 2019.

CONFIRMATIONS

A motion was made by Councilor Greenwald and duly seconded by Councilor Jones to confirm the following nominations: David C. Richards to serve as a regular member of College City Commission with a term to expire December 31, 2021; Andrea White to serve as a regular member of Airport Development and Marketing Committee with a term to expire December 31, 2021; Louise Zerba to serve as an alternate member of Heritage Commission with a term to expire December 31, 2021; and Pamela Knight to serve as a regular member of the Martin Luther King Jr./Jonathan Daniels Committee with a term to expire December 31, 2021. On a roll call vote, with 10 Councilors present and voting in favor, the nominations were confirmed. Councilors Manwaring, Powers, Lamoureux, Hooper and Richards were absent.

NOMINATIONS

The following nominations were received from the Mayor: Louise Zerba to serve as an alternate member on the Zoning Board of Adjustment with a term to expire December 31, 2021; Dr. Steven Bill to serve as an alternate member of Conservation Commission with a term to expire December 31, 2019; Christine Houston to serve as a regular member of Heritage Commission with a term to expire December 31, 2021; Cary Gaunt to serve as an alternate member of Energy and Climate Committee with a term to expire December 31, 2020; Ely Thayer to serve as a regular member of College City Commission with a term to expire December 31, 2019; and Jennie Newcombe to serve as a regular member of Trustees of Trust Funds and Cemetery Trustees with a term to expire December 31, 2021. The nominations were tabled until the next regular meeting.

COMMUNICATION – STEPHEN ROKES/LIBERTY UTILITIES – REQUEST FOR EASEMENT – BENEATH HICKEY-DESILETS PARK – INSTALLATION AND OPERATION OF DISTRIBUTION LINE FOR PROPANE/AIR DISTRIBUTION SYSTEM

A communication was received from Stephen Rokes, on behalf of Liberty Utilities, requesting an easement from the City that would allow the installation and operation of a distribution line for their propane/air distribution system beneath a small portion of Hickey-Desilets Park. The request was referred to the Planning, Licenses and Development Committee.

COMMUNICATION – NANCY SHELDON/SHALLDU, LTD – ACQUISITION OF THE RAIL SPUR THAT BISECTS TWO PARCELS OF PROPERTY – CORNER OF RALSTON AND EMERALD STREETS

A communication was received from Nancy Sheldon, on behalf of Shalldu, Ltd., seeking to acquire the rail spur that bisects two parcels on the corner of Ralston and Emerald Streets. The request was referred to the Finance, Organization and Personnel Committee and the Bicycle Pedestrian Path Advisory Committee.

COMMUNICATION – TIM ZINN/LET IT SHINE – REQUEST TO USE CITY PROPERTY – 2019 PUMPKIN FESTIVAL

A communication was received from Tim Zinn, on behalf of Let It Shine, requesting their annual request for use of City property for the 2019 Pumpkin Festival. The request was referred to the Planning, Licenses and Development Committee.

MSFI REPORT – ROXBURY STREET BRIDGE REPLACEMENT – AESTHETIC OPTIONS – PUBLIC WORKS DEPARTMENT

The Chair separated the two recommendations in the Committee report. The City Manager referred to a handout that had been placed on the Councilors' desks on the various options. She noted this is a bridge aid project with a 80/20 match, with 80% being paid by the State and 20% being paid by the City. Municipal Services, Facilities and Infrastructure Committee report read recommending eliminating the lighting as an option in the Roxbury Street bridge designs. A motion by Councilor Filiault to carry out the intent of recommendation one was duly seconded by Councilor Greenwald. The motion passed with a unanimous vote in favor. Municipal Services, Facilities & Infrastructure Committee recommending Option A be selected for the Roxbury Street bridge railings. A motion by Councilor Filiault to carry out the intent of the report was duly seconded by Councilor Greenwald. The motion failed to carry with a unanimous vote in opposition. A motion by Councilor Filiault for bridge rail option C was seconded by Councilor Jones. The motion passed with a unanimous vote in favor.

FOP REPORT – REQUEST TO SOLICIT AND REPORT ON DONATIONS – HUMAN RESOURCES DEPARTMENT

Finance, Organization and Personnel Committee report read recommending that the City Manager be authorized to do all things necessary to solicit and accept donations from local and regional businesses and service vendors to be used for events sponsored by employees in 2019. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. The motion passed with a unanimous vote in favor.

FOP REPORT – REQUEST TO ACCEPT WELLNESS GRANT – HUMAN RESOURCES DEPARTMENT

Finance, Organization and Personnel Committee report read recommending that the City Manager be authorized to do all things necessary to accept the wellness grant from HealthTrust to be used for employee wellness activities in 2019. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. The motion passed with a unanimous vote in favor.

FOP REPORT – PAMELA RUSSELL-SLACK – PUBLIC RESTROOMS AT FORMER TRANSPORTATION CENTER AND DOWNTOWN RESTROOM – PARKS, RECREATION AND FACILITIES DIRECTOR

Finance, Organization and Personnel Committee report read recommending these items be accepted as informational. The report was filed into the record as informational.

FOP REPORT – ADOPT A BENCH DONATION – PARKS, RECREATION AND FACILITIES DIRECTOR

Finance, Organization and Personnel Committee report read recommending that the City Manager be authorized to do all things necessary to accept the donation of a bench from the Keene High School Class of 1956 and that the bench be placed along the Cheshire Rail Trail. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. The motion passed with a unanimous vote in favor.

FOP REPORT – ACCEPTANCE OF DONATION – ST. JAMES THRIFT SHOP – PARKS, RECREATION AND FACILITIES DIRECTOR

Finance, Organization and Personnel Committee report read recommending that the City Manager be authorized to do all things necessary to accept a donation of \$750.00 from the St. James Thrift Shop and that the money be used by the Martin Luther King Jr. / Jonathan Daniels Committee for its annual programming. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. The motion passed with a unanimous vote in favor.

FOP REPORT – SPONSORSHIP UPDATE – PARKS, RECREATION AND FACILITIES DIRECTOR

Finance, Organization and Personnel Committee report read recommending this item be accepted as informational. The report was filed into the record as informational.

FOP REPORT – TAXIWAY ‘A’ ENGINEERING CONTRACT – AIRPORT MANAGER

Finance, Organization and Personnel Committee report read recommending that the City Manager be authorized to all things necessary to execute a Professional Engineering Services

contract with Dubois & King for the design and construction administration of the Taxiway 'A' extension and reconstruction. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. A motion by Councilor Greenwald to amend the report by including the language "up to \$373,740" as the contract amount was duly seconded by Councilor Jacobs. The City Manager explained that the language is needed due to the amount we have in the CIP budget, the remaining amount will be coming from the Federal sources that we have not secured at this point. The motion to amend the recommendation passed with a unanimous vote in favor. The motion to carry out the intent of the report as amended passed with a 9 in favor and one opposed. Councilor Sutherland opposed.

FOP REPORT – SOLAR EXEMPTION DISCUSSION – ASSESSING DEPARTMENT

Finance, Organization and Personnel Committee report read recommending staff draft an appropriate Resolution to remove the cap on the exemption for solar arrays. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded by Councilor Jacobs. The motion passed with a unanimous vote in favor.

CITY MANAGER COMMENTS

The City Manager updated the Council that the grant for Marlboro Street has been awarded. The total grant amount is \$598,000; \$478,400 will be Federal Funds and the \$119,600 is the City's match amount. This match will come from the funds that have been appropriated for the FY19 CIP. The scope of the project will include: bike lanes; sidewalk improvements; traffic commons; crosswalk improvements; and street-scaping. This will also create a formal accessible connection from Marlboro Street to the Industrial Heritage Trail. The utility work will be done during this summer.

The City Manager announced that City Hall has a new drop box. It was installed at the front door of City Hall to accept check payments. The City Manager continued that the Department Heads are working on their Operating Budget requests, which are due on February 21.

MORE TIME

More time was granted by the Chair for the following items in Committee: Pathways for Keene – Request to Use City Property – 4 on the 4th Road Race; Councilor Filiault – Hours of Operation – Hawkers or Peddlers .

MEMORANDUM – PLANNING DIRECTOR AND ORDINANCE O-2019-01: RELATING TO THE CONSERVATION COMMISSION

A memorandum was received from the Finance Director along with Ordinance O-2019-01: Relating to the Conservation Commission. The memorandum was filed into the record. Ordinance O-2019-01 was referred by the Chair to the Finance, Organization and Personnel Committee.

02/07/2019

FOP REPORT AND ORDINANCE O-2019-02: RELATING TO WATER AND SEWER RATES

Finance, Organization and Personnel Committee report read recommending the adoption of Ordinance O-2019-02 Relating to Water and Sewer Rates. The report was filed into the record. Ordinance O-2019-02 was read for the second time. A motion by Councilor Greenwald for adoption of the Ordinance was duly seconded by Councilor Jacobs. On roll call vote, 10 Councilors were present and voting in favor. Councilors Manwaring, Powers, Lamoureux, Hooper and Richards were absent. Ordinance O-2019-02 declared adopted with an effective January 1, 2019.

RESOLUTION R-2019-03: IN APPRECIATION OF DONNA L. HANSCOM UPON HER RETIREMENT

Resolution R-2019-03: In Appreciation of Donna L. Hanscom Upon Her Retirement was read by title only. A motion by Councilor Greenwald for adoption of the Resolution was duly seconded by Councilor Jacobs. The motion carried with a unanimous vote in favor.

MEMORANDUM – MAYOR AND RESOLUTION R-2019-04: RELATING TO HUMAN RIGHTS AND THE MARTIN LUTHER KING, JR./JONATHAN DANIELS COMMITTEE

A memorandum was received from the Mayor along with Resolution R-2019-04. The memorandum was filed into the record. Resolution R-2019-04 was referred by the Chair to the Finance, Organization and Personnel Committee.

ADJOURNMENT

At 7:48 PM, there being no further business, the Mayor adjourned the meeting.

A true record, attest:


City Clerk



City of Keene, N.H.
Transmittal Form

February 19, 2019

TO: Mayor and Keene City Council

FROM: Kendall W. Lane, Mayor

ITEM: A.1.

SUBJECT: Nomination

COUNCIL ACTION:

In City Council February 21, 2019.
Tabled until the next regular meeting.

RECOMMENDATION:

I hereby nominate the following individual to serve on the designated Board or Commission:

Heritage Commission

Cauley Powell, slot 2
95 Main Street

Term to expire Dec. 31, 2021

ATTACHMENTS:

Description

Nomination_Powell

FLORENTINE FILMS (American Documentaries, Inc.)
Walpole, NH

ASSISTANT TO THE DIRECTOR
August 2012-current

Grover Cleveland, Again! A Treasury of American Presidents

Co-author and project manager, Fall 2013 – Summer 2016

Contributions included: primary research, creative and content input, and coordination with publisher and editor through writing, editing, layout, design, printing, and marketing.

New York Times Bestseller, Middle Grade Hardcover Fiction

American Prairie Reserve, Ken Burns American Heritage Prize

Liaison on behalf of Ken Burns, Fall 2016 – Present

Contributions include: approval of physical materials/branding, coordination of correspondence to jury and nominating committee members, event day logistical management, and ongoing stewardship with APR reps.

Prize winners: David McCullough (2017), Maya Lin (2018), Dr. N. Scott Momaday (2019)

Florentine Films, ongoing responsibilities:

Event Management: Coordinator and onsite manager of all NH based consultant and advisor screenings, third party shoots, company parties, and other non-company events held in our facilities (fundraisers, etc.)

Includes: Event designing; logistical arrangements with vendors and hired staff; tech coordination; advance purchasing; site set-up and break-down.

Photo Database/Promotional Image Requests: Maintain and distribute photos for use in promotion (by film and by producer) in coordination with PBS engaged publicity firm and presenting station WETA for both press and website use. Also manage a company image database of behind the scenes production stills, signature film images, and event and staff photos.

The Better Angels Society/Future Projects: Steward the working relationship with the 501(c)3 fundraising organization and fiscal sponsor for Ken Burns/Florentine Films. Includes the maintenance of future project proposal materials, synchronization of content from between the two organizations, and individualized fundraising outreach preparation.

Awards: Spearhead Primetime Emmy/News & Documentary Emmy Award submissions, including FYC campaigns. Led submissions for: *The Central Park Five*; *The Address*; *The Roosevelts: An Intimate History*; *Jackie Robinson*; *The Sharps' War: Two Who Defied the Nazis*; *The Vietnam War*; and *The Mayo Clinic: Faith-Hope-Science*.

Company Archive: Manage the collection and aggregation of archived files across four offices. Includes: The creation of a digitization protocol and workflow; implementation of new conventions for in-production films while retroactively applying it to past projects; management and organization of off-site storage.

Permission Requests: Coordinate as needed on requests, including screenings and license requests. Direct work with legal representation to draft contracts and negotiate limitations of third party agreements.

Interns: Train and directly manage seasonal interns. Includes: Preparing tasks, reviewing work, offering feedback, and, when appropriate, completing paperwork for academic credit.

Accounting (previously): Served for two years in an associate financial position, assisting CFO with quarterly residual allocations, work/location tracking for tax purposes, credit card billing, and maintenance of the invoice filing system. Trained three subsequent financial team hires on various protocols.

Other Responsibilities: Correspondence, end of project fulfillment, inter-company merchandise management and ordering, general office operational needs, ongoing maintenance of property insurance catalog, including antique quilt collection. Served two years as NH property manager, which included the care and maintenance of seven buildings, coordinating amongst three cleaning teams, a housekeeper, contractors, utility and other vendors, staff, and tenants.

CAULEY POWELL

PROFESSIONAL SKILLS & COMMUNITY INVOLVEMENT

- Fluent in the Microsoft Office Suite (particularly Word and Excel), Google Suite (particularly Docs and Pages), and Filemaker Pro (version 11-16). Can do minor apple scripting for Filemaker. Comfortable with Zoom H4N.
- Avid reader, decent bowler, great at Tetris, hit or miss on plant ownership—though I always try my best. Consistent blood and platelet donor, Co-op member, and enthusiastic outdoors person.
- Ten years of administrative experience in four unique offices. Exceptionally comfortable with phones, having often acted as the ‘face/ voice’ of an organization. Have proven skill in multitasking, troubleshooting problems, and am a quick learner with rapid comprehension skills. Thrive in fast-paced, multi-faceted environments.

EDUCATION

Bennington College
Bennington, VT

Bachelor of the Arts
2007-2011

Social Science concentration; advanced work in history, political science, and sound design. Non-traditional school with a focus on practical field experience. Campus involvement included under “Additional Experience.”

ADDITIONAL EXPERIENCE

Dialysis Clinic Incorporated, *Boston MA (June 2011-August 2012)* ASSISTANT TO THE SOCIAL WORKER

Worked at a NFP clinic that hosted an outpatient rotation of over 100 individuals. Assisted patients with Mass Health and Medicare paperwork to maximize benefits and resolve access issues. Administered federally required surveys and liaised with hospital nephrology team and DCI Outcomes Monitoring Program.

Hungry Mother Restaurant, *Cambridge MA (August 2011-August 2012)* BACKWAITER

Student Educational Policies Committee, *Bennington College, Bennington VT (2010)* SOCIAL SCIENCE REP.

Voting member of the SEPC body. Represented the student body in issues affecting academic life at Bennington College. Served as a liaison among students, faculty and administration while considering questions and making changes to academic policy.

Budget Allocation Committee, *Bennington College, Bennington VT (Fall 2009-Spring 2011)* COMMITTEE MEMBER

Served as founding member by request of the Dean of the Office of Student Life. Responsible for allocating the Bennington College annual budget to clubs, events, and organizations on campus. Read funding proposals and kept track of funds.

Office of Admissions, *Bennington College, Bennington VT (Fall 2008-Spring 2011)* INTERN LEADER

Responsible for scheduling all potential student campus visits. Represented college through phone, email, and face-to-face exchanges. Was responsible for delegating work to junior staff, facilitating conversations, and giving tours as needed.

Bennington Free Press, *Bennington College, Bennington VT (Winter/Spring 2011)* NEWS EDITOR

Worked as News Editor for the Bennington College newspaper. Served as BFP senior staff for one year. Wrote copy for two years.

Bennington Radio Project, *Bennington College, Bennington VT (2011)* COFOUNDER, PRODUCER and HOST

Co-creator of the Bennington Radio Project, a sound design experiment and course of study. Built website, created podcasts, and organized structure of BRP management with dean. Recorded performances, live events, interviews, and readings.

KBOO Community Radio, *Portland OR (Winter 2010-Spring 2011)* NEWSROOM INTERN

Wrote copy on local, national, and international news topics for daily evening news broadcasts. Executed interviews and produced news packages. Held the role of newsreader for duration of internship. Participated in on air fundraising drive.

CAULEY POWELL

MA Governor Deval Patrick Re-election Campaign, *Boston MA (Summer 2010) INTERN DATA COORDINATOR*
Intern leader tasked with overseeing data collection for regional heads as well as overall campaign progress. Trained staff and interns on proper database search technique. Participated in GOTV events and one-on-one voter work.

BBC Radio Manchester, *Manchester UK (Winter 2009-Spring 2010) INTERN*
Worked with production teams on content including arranging guests and scheduling air time. Assisted local work for BBC National '100 Items in History' project. Completed training on ENPS, Radioman, and the Legal Online and Safeguarding Trust programs.

Planned Parenthood League of Massachusetts, *Boston MA (Summer 2010) VOTER ACTION PROJECT INTERN*
Was educated through the Planned Parenthood Advocacy Fund on campaign strategy, technique, and involving women in politics.

Chicago Blackhawks NHL Team, *Chicago IL (Winter 2009-Spring 2009) COMMUNITY RELATIONS INTERN*
Worked with Blackhawk Charities to engage fans at games. Completed filing and paperwork related to charitable requests received and given. Acted as an assistant during private events for the team and assisted Blackhawks senior staff.

Chicago Dramatists, *Chicago, IL (Summer 2008) OUTREACH INTERN*
Completed administrative work for the theatre and outreach program. Organized and ran the annual Many Voices Project (a playwriting competition for minority playwrights) at the Chicago Dramatists theatre.

Sisters of Rwanda, *Kigali, Rwanda (Winter 2008) INTERN*
Recorded and transcribed interviews with sex workers and those infected with HIV/AIDS during the genocide. Researched woman's education and compiled data for a baseline study with the goal of legislative reform.

Never Again Rwanda, *Kigali, Rwanda (Winter 2008) INTERN*
Worked with youth clubs on projects regarding post-genocidal Rwanda. Researched the genocide of 1994.

Office of Student Life, *Bennington College, Bennington VT (Spring 2008-Fall 2010) ADMINISTRATIVE ASSISTANT*

Meyer Recreation Barn, *Bennington College, Bennington VT (Spring 2008-Spring 2011) MONITOR*



City of Keene, N.H.
Transmittal Form

January 29, 2019

TO: Mayor and Keene City Council

FROM: Mayor Kendall W. Lane

ITEM: B.1.

SUBJECT: Confirmations

COUNCIL ACTION:

In City Council February 21, 2019.
Voted unanimously to confirm the nominations.

In City Council February 7, 2019.
Tabled until the next regular meeting.

RECOMMENDATION:

I hereby nominate the following individuals to serve on the designated Board or Commission:

Zoning Board of Adjustment

Louise Zerba, slot 7 alternate
re-nomination

Term to expire Dec. 31, 2021

Conservation Commission

Dr. Steven Bill, slot 8 alternate
69 Baker Street

Term to expire Dec. 31, 2019

Heritage Commission

Christine Houston, slot 4
92 Ridgewood Avenue

Term to expire Dec. 31, 2021

Energy and Climate Committee

Cary Gaunt, slot 9 alternate
110 Arch Street, Apt. 19

Term to expire Dec. 31, 2020

College/City Commission

Ely Thayer, slot 6
110 Arch Street, Apt. 4

Term to expire Dec. 31, 2019

Trustees of Trust Funds and Cemetery

Trustees

Jennie Newcombe, slot 5
324 Main Street

Term to expire Dec. 31, 2021

ATTACHMENTS:

Description

Bill_background

Houston_background

Gaunt_background

Thayer_background

Newcombe_background



City of Keene, N.H.
Transmittal Form

February 9, 2019

TO: Mayor and Keene City Council

FROM: Frank Richter

THROUGH: Patricia A. Little, City Clerk

ITEM: C.1.

SUBJECT: Frank Richter - Resignation - Partner City Committee

COUNCIL ACTION:

In City Council February 21, 2019.

Voted unanimously to accept the resignation with regret and appreciation for service on the board.

ATTACHMENTS:

Description

Communication_Richter

BACKGROUND:

Frank Richter is resigning his membership on the Partner City Committee. He is working in another part of the State and finds it difficult to make the committee's meeting cycle. Mr. Richter has been a member on the Partner City Committee since January 2018.

2/9/19

To: Mayor Kendall Lane
cc: Helen Mattson

Dear Mayor,

I'm finding it difficult to attend meetings of/for the Einbeck Partner City Committee, as I have been working in another part of the state for the past 3 months and will be going forward. It is with regret that I submit my resignation from the committee effective 2/9/19. Know that the committee has my full support in all its efforts.

Sincerely,

Frank Richter

Frank Richter



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council

FROM: Stephen Rokes, Liberty Utilities

THROUGH: Patricia A. Little, City Clerk

ITEM: C.2.

SUBJECT: Stephen Rokes/Liberty Utilities - Withdrawal Request for Easement - Beneath Hickey-Desilets Park - Installation and Operation of Distribution Line for Propane/Air Distribution System

COUNCIL ACTION:

In City Council February 21, 2019.

Voted unanimously to accept the withdrawal of the communication.

ATTACHMENTS:

Description

Communication - Liberty Utilities

BACKGROUND:

Liberty Utilities is withdrawing the request for an easement to install and operate a line beneath the Hickey-Desilets Park.



February 14, 2019

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

To: The Honorable Mayor Kendal Lane and City Council

On behalf of Liberty Utilities (EnergyNorth Natural Gas) Corp., I write to withdraw our request for an easement to install and operate a line beneath the Hickey-Desilets Park.

We respect the decision of the PLD Committee meeting on February 13, 2019. We will proceed with the approved alternative, "Option B," and install the distribution line within the City's public right of way, which does not require an easement.

We appreciate your time and consideration provided to us in this matter.

Respectfully,

A handwritten signature in blue ink that reads "Stephen Rokes".

Stephen Rokes
Manager, Gas Operations
Office: 603-352-1230

In City Council February 21, 2019.
Voted unanimously to accept the withdrawal
of the communication.

A handwritten signature in blue ink that reads "William L. Dow".
Deputy City Clerk



External Communication
Transmittal Form

February 18, 2019

TO: Mayor and Keene City Council

FROM: Zach Luse, Paragon Digital Marketing

THROUGH: Patricia Little, City Clerk

ITEM: C.3.

SUBJECT: Zach Luse/Paragon Digital Marketing - Application for Community Revitalization Tax Relief Incentive (79-E) - Former Grace Methodist Church at 34 Court Street

COUNCIL ACTION:

In City Council February 21, 2019.

Referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Communication_Luse

Application Form_79-E

BACKGROUND:

Zach Luse, founder of Paragon Digital Marketing is submitting an application for Community Revitalization Tax Relief Incentive (RSA79-E) and is requesting that the City Council consider the maximum relief of 5 years that would allow for their successful investment in downtown Keene through the reuse of the former Grace Methodist Church at 34 Court Street.

In City Council February 21, 2019.
Referred to the Finance, Organization
and Personnel Committee.



Deputy City Clerk

February 7, 2019

Mayor Kendall W. Lane
And Keene City Council
3 Washington Street
Keene, NH 03431



Honorable Mayor and City Council:

My name is Zach Luse, the founder of Paragon Digital Marketing located in downtown Keene. We are an internet marketing and website development company serving small to mid-sized enterprises across the country. Since our founding in 2012, we've grown from 1 to 13 employees with good-paying skilled jobs in a growing industry. We have a goal of taking our firm from \$1.4 million to \$5 million in revenue over the next 5-10 years while growing our workforce to 40-50 employees.

We love working in downtown Keene and we would like to continue our growth here. Our proposed project to adaptively reuse the former Grace Methodist Church at 34 Court Street will allow us to do just that while saving a historically significant structure in downtown. The building is on the National Register of Historic Places, the New Hampshire Preservation Alliance's Seven to Save List, within Keene's Downtown Historic District and is the last remaining of the three majestic churches that once graced the end of Court Street.

Before our small growing company can occupy the space, will need to invest in major energy retrofits and address deferred maintenance issues that come along with a building that has stood vacant for the better part of a decade. With the help of NH Community Development Finance Authority, Eversource, ReVision Energy, independent energy auditors and great community partners, we've devised a plan to make the old structure a viable space to grow our business.

The temporary property tax relief provided by RSA 79-E will allow us to invest more into energy efficiency, solar arrays, restoring this historic structure, our company's growth and ultimately our community. I believe the attached application highlights some of the many benefits of this project to our community and showcases how inline the it is with our goals as a city as outlined in the Comprehensive Master Plan.

I respectfully ask that you help make this a successful investment in downtown Keene and consider the maximum relief under RSA 79-E of 5 years.

Thank you for your time and consideration.

Sincerely,



Zach Luse
Founder, Paragon Digital Marketing



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:

Print Name: 34 Court LLC

Address: 63 Emerald St #468

City: Keene State: NH Zip: 03431

Phone: 603-399-6400 Email: zach@paragondigital.com

Applicant (if different from owner):

Print Name: Zachary Luse

Address: 63 Emerald St #468

City: Keene State: NH Zip: 03431

Phone: 603-399-6400 Email: zach@paragondigital.com

Building Information:

Building Name (If Any): Former Grace Methodist Church

Building Address: 34 Court St

Tax Map Lot #: 568-022-000-000-000 Zoning District: Central Business

Cheshire County Registry of Deeds Book #: 3039 Page#: 0877

Gross Square Footage of Building: 11,127 Year Built: 1869

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: _____

Received by: _____

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.):

The property is the former Grace Methodist Church. The building has been vacant for most of the last 10 years. The first floor includes meeting spaces, offices, a classroom, a kitchen and restrooms. The second floor contains a large sanctuary with a mezzanine at the front of the building.

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

Paragon Digital Marketing will use the first floor as offices and meeting rooms. The second floor will not be used at this time. Paragon currently employs 13 full time employees and anticipates having 15 employees at the time of move in the fall of 2019. The renovated space will support Paragon's growth to 25-30 employees.

Is a change of use associated with this project? No: _____ Yes*: X
*If yes, please describe:

The building will no longer be a place of worship. The existing meeting and office spaces will be renovated to be used as offices and meeting spaces for the Paragon team.

Will any state or federal grants or funds be used to finance the rehabilitation or construction? No: _____ Yes*: X

*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.

We anticipate receiving about \$12,000 in State of NH rebates for the installation of a solar power array.

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: | \$ |
| Exterior Alterations (storefront, walls, windows, doors, etc.): Replacement of first floor windows with modern double hung windows with similar character as original windows. Replacement of south facing roof, repair or replacement of damaged and missing copper gutters. Restore/paint exterior woodwork. | \$ 76,000 |
| Interior Alterations (walls, ceilings, moldings, doors, etc.): Partition walls in one larger room to create 4 meeting rooms. Restore tin ceilings, refinish wood floors, repair plaster and paint. | \$ 46,500 |
| Electrical: | \$ |
| Plumbing/Heating: Install energy efficient air source heat pumps for heating and cooling the first floor of the building. | \$ 76,760 |
| Mechanical: | \$ |
| Energy Efficiency: Installation of a 37.4kW grid connected solar array. Insulation and air sealing, replace existing lights with modern LED fixtures. | \$ 122,507 |
| Other: | \$ |
| TOTAL ESTIMATED PROJECT COST: <i>Note: To be considered for this tax relief incentive, the project costs must be \$75,000 or greater.</i> | \$ 321,767 |

Expected Project Start Date:
April 1, 2019

Expected project completion date:
September 30, 2019

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 Explanation

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 Explanation

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 Explanation

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 Explanation

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:**

See Attached Explanation

Directly supports the integration of public art in the downtown. No: Yes*:
***If yes, please describe:**

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:**

Although we are not pursuing a green building certification, we are performing a Level II commercial energy audit and striving for the greatest efficiency we can attain within our limited budget. We want the building to be as healthy, energy efficient and sustainable as possible.

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:**

See Attached Explanation

Affidavit

I (we) hereby submit this application under the Community Revitalization Tax Relief Incentive Statute (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.

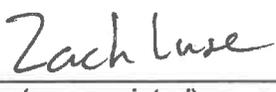
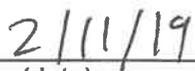
I (we) understand this application will not be determined as complete and recommended to the City Council until all of the necessary information is provided.

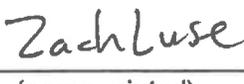
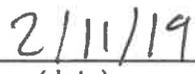
IMPORTANT:

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.

| | | |
|---|--|---|
|  |  |  |
| APPLICANT | (name printed) | (date) |

| | | |
|---|--|---|
|  |  |  |
| OWNER | (name printed) | (date) |

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



City of Keene

New Hampshire

February 1, 2019

Zach Luse
Paragon Digital Marketing
25 Roxbury Street
Keene, NH 03431

Dear Mr. Luse,

The property located at 34 Court Street in Keene, New Hampshire, historically known as the Grace Methodist Church, is located within the Downtown Keene Historic District and is ranked as a Primary Resource.

Constructed in 1869, the church is one of three surviving church structures located in close proximity to Central Square, the heart of Keene's downtown. It is also the only surviving structure in Keene that was designed by Boston architect Shephard S. Woodcock, one of New England's leading exponents of the High Victorian Gothic Style. The prominent location of the building and its relatively unaltered condition make the church an important representative of its era and a focal point of Keene's locally designated historic district.

Sincerely,

Hanspeter Weber,
Chair, Keene Historic District Commission

**United States Department of the Interior
National Park Service**

For NPS use only

**National Register of Historic Places
Inventory—Nomination Form**

received FEB 7 1985

date entered FEB 7 1985

See instructions in *How to Complete National Register Forms*
Type all entries—complete applicable sections

1. Name

historic Grace Methodist Episcopal Church

and/or common GRACE UNITED METHODIST CHURCH

2. Location

street & number 34 Court Street n/a not for publication

city, town Keene, n/a vicinity of

state New Hampshire code 33 county Cheshire code 005

3. Classification

| Category | Ownership | Status | Present Use |
|---|---|---|---|
| <input type="checkbox"/> district | <input type="checkbox"/> public | <input checked="" type="checkbox"/> occupied | <input type="checkbox"/> agriculture |
| <input checked="" type="checkbox"/> building(s) | <input checked="" type="checkbox"/> private | <input type="checkbox"/> unoccupied | <input type="checkbox"/> commercial |
| <input type="checkbox"/> structure | <input type="checkbox"/> both | <input type="checkbox"/> work in progress | <input type="checkbox"/> educational |
| <input type="checkbox"/> site | Public Acquisition | Accessible | <input type="checkbox"/> entertainment |
| <input type="checkbox"/> object | <input type="checkbox"/> in process | <input checked="" type="checkbox"/> yes: restricted | <input type="checkbox"/> government |
| | <input type="checkbox"/> being considered | <input type="checkbox"/> yes: unrestricted | <input type="checkbox"/> industrial |
| | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> no | <input type="checkbox"/> military |
| | | | <input type="checkbox"/> museum |
| | | | <input type="checkbox"/> park |
| | | | <input type="checkbox"/> private residence |
| | | | <input checked="" type="checkbox"/> religious |
| | | | <input type="checkbox"/> scientific |
| | | | <input type="checkbox"/> transportation |
| | | | <input type="checkbox"/> other: |

4. Owner of Property

name Trustees of the Grace United Methodist Church

street & number 34 Court Street

city, town Keene, n/a vicinity of state New Hampshire 03431

5. Location of Legal Description

courthouse, registry of deeds, etc. Cheshire County Registry of Deeds (Vol 206 Page 55
Cheshire County Courthouse Vol 764 Page 352)

street & number 12 Court Street

city, town Keene, state New Hampshire 03431

6. Representation in Existing Surveys

title None has this property been determined eligible? yes no

date federal state county local

depository for survey records

city, town state

7. Description

| | | | | |
|---|---------------------------------------|---|---|----------|
| Condition | | Check one | Check one | |
| <input checked="" type="checkbox"/> excellent | <input type="checkbox"/> deteriorated | <input type="checkbox"/> unaltered | <input checked="" type="checkbox"/> original site | |
| <input type="checkbox"/> good | <input type="checkbox"/> ruins | <input checked="" type="checkbox"/> altered | <input type="checkbox"/> moved | date N/A |
| <input type="checkbox"/> fair | <input type="checkbox"/> unexposed | | | |

Describe the present and original (if known) physical appearance

Grace United Methodist Church is a large brick structure in the High Victorian Gothic Style. Measuring about 89 by 65 feet, the church is built on a foundation of locally quarried granite. Its walls, laid in a running bond, are broken at frequent intervals by belt courses, buttresses, and brick hood mouldings, and are further articulated by details of cut granite. The building's axis runs east to west, and its broad roof planes have been covered since 1938 by asphalt shingles. The tall spire at the northeast corner of the building retains most of its original slate covering and displays some of the polychromy which once marked the roof coloration more fully.

The eastern elevation of the church is treated as the facade. The broad gable end is broken by a number of openings, by a turreted buttress that marks the division between the nave and the southern aisle, and by a monumental tower on the northeastern corner. On the first story of the facade are three doorways set within pointed arched openings. The north and south doorways are set one step above the grade and retain their original panelled wooden doors. The central opening, which provides the principal entrance to the building, is elevated six steps above the grade and has two modern glass doors set beneath an original rose window. All three door openings are surmounted by moulded brick archivolts which spring from a brick belt course and have granite keystones. At the second floor level, the facade has a trefoil window above the southern door, three lancet windows filled with stained glass above the main entrance, and a pair of arched windows above the tower doorway. The cornice of the facade consists of a wooden moulding supported by brick corbel table. The square brick buttress at the juncture of the aisle and nave roofs terminates in an octagonal wooden turret capped by a faceted spire with a poppyhead at its tip. The square belltower at the northeast corner of the facade has a belfry above the second floor level, with an arched and louvered opening in each face and a corbel table above. This tower is capped by an octagonal spire which rises to a height of 150 ft. and terminates in a turned finial.

The south elevation of the church, now partially obscured by a block of dwellings, has six evenly-spaced windows on both the main and lower stories, with buttresses which reinforce each window pier. The windows of the lower story, glazed with frosted glass, are capped by brick labels which rise from the brick belt course. The floor line between the stories is defined by a second brick belt course, and the windows of the auditorium, filled with stained glass, are capped by brick archivolts which spring from a third belt course. The eaves of the building, thirty feet above the grade, consist of a series of corbelled brick courses capped by a wooden crown moulding.

The northern side elevation of the building is essentially the same as the southern, except that there are only five window bays; the northeast bay is interrupted by the belltower.

8. Significance

| Period | Areas of Significance—Check and justify below | | |
|---|--|---|---|
| <input type="checkbox"/> prehistoric | <input type="checkbox"/> archeology-prehistoric | <input type="checkbox"/> community planning | <input type="checkbox"/> landscape architecture |
| <input type="checkbox"/> 1400-1499 | <input type="checkbox"/> archeology-historic | <input type="checkbox"/> conservation | <input type="checkbox"/> law |
| <input type="checkbox"/> 1500-1599 | <input type="checkbox"/> agriculture | <input type="checkbox"/> economics | <input type="checkbox"/> literature |
| <input type="checkbox"/> 1600-1699 | <input checked="" type="checkbox"/> architecture | <input type="checkbox"/> education | <input type="checkbox"/> military |
| <input type="checkbox"/> 1700-1799 | <input type="checkbox"/> art | <input type="checkbox"/> engineering | <input type="checkbox"/> music |
| <input checked="" type="checkbox"/> 1800-1899 | <input type="checkbox"/> commerce | <input type="checkbox"/> exploration/settlement | <input type="checkbox"/> philosophy |
| <input type="checkbox"/> 1900- | <input type="checkbox"/> communications | <input type="checkbox"/> industry | <input type="checkbox"/> politics/government |
| | | <input type="checkbox"/> invention | <input type="checkbox"/> religion |
| | | | <input type="checkbox"/> science |
| | | | <input type="checkbox"/> sculpture |
| | | | <input type="checkbox"/> social/humanitarian |
| | | | <input type="checkbox"/> theater |
| | | | <input type="checkbox"/> transportation |
| | | | <input type="checkbox"/> other (specify) |

Specific dates 1869 Builder/Architect Shepard S. Woodcock

Statement of Significance (in one paragraph)

The Grace United Methodist Church is one of the few large Victorian Gothic churches in western New Hampshire and is an excellent example of the ecclesiastical work of a prolific Boston architect. The building was designed by Shepard S. Woodcock, who was responsible for a great number of religious, public, and academic buildings in New England during the course of a long career. The church remains relatively unaltered, and typifies the many large religious structures built in New England during the post-Civil War era.

Architecture: Grace United Methodist Church was built between the summer of 1868 and the fall of 1869 and was completed at a cost of \$40,000. The expense of the construction was greater than the congregation could properly bear, and the church remained in debt until 1896.¹ The efforts made by the church to erect a building beyond its parishioners' means resulted, however, in the completion of one of the largest and more interesting religious structures in southwestern New Hampshire, and introduced to that region a Boston architect who would later receive other commissions in Keene and elsewhere in southern New Hampshire. These commissions collectively would represent the best examples of the Victorian Gothic style in New Hampshire.

The Grace United Methodist Church was designed by Shepard S. Woodcock, who was born in 1824 in Sidney, Maine; and was apprenticed in the building trade in Massachusetts during the early 1840's. Apparently self-taught as an architect, Woodcock began his career as a contractor and landscape designer, probably deriving much inspiration from the books of A.J. Downing. He established himself in the Boston area as an architect in 1856, and during the next forty years designed and in some cases constructed more than 140 churches, 50 school buildings, and a number of public buildings, hotels, and houses. Probably due to his early experience in construction, Woodcock continued to be inclined toward works which involved applied engineering, and designed a number of manufacturing buildings; included among these were the Pacific Mills and the woolen mills at Lawrence, Massachusetts.² Woodcock's knowledge of engineering undoubtedly led him to the unusual roof design of the Grace United Methodist Church, where the wood-and-iron trusses being introduced into mid-nineteenth century American construction were used to achieve an uninterrupted span of unusual extent.

Woodcock emerged during the 1870s as one of New England's leading exponents of the High Victorian Gothic style. Grace United Methodist Church utilizes the style to a degree, but several of Woodcock's later buildings were among the most ambitious examples of the style in northern New England. Among these was Keene, New Hampshire, High School (1876), a large, four-story building of brick and granite with a polychrome slate roof.³

9. Major Bibliographical References

History of the Town of Keene, NH by S.G. Griffin; 1903, pp.544, 698
 History of the N.H. Conf. Methodist Church, by Otis Cole 1921, pp.156-57
 History Upper Ashuelot, by History Committee

10. Geographical Data

Acreeage of nominated property 243 acre

Quadrangle name Keene, NH

Quadrangle scale 1:62500

UTM References

A

| | | | | | | | | | | | | | | |
|------|---|---------|---|---|---|----------|---|---|---|---|---|---|---|---|
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| Zone | | Easting | | | | Northing | | | | | | | | |

B

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| Zone | | Easting | | | | Northing | | | | | | | |

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| Zone | | Easting | | | | Northing | | | | | | | |

H

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|------|--|---------|--|--|--|----------|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | |
| Zone | | Easting | | | | Northing | | | | | | | |

Verbal boundary description and justification The nominated property is bounded on the south by the Baker Block, on the north by the Hayes property, on the west by the Whippie property, and on the east by Court Street. Boundaries of the nominated property are indicated on the attached sketch map. These boundaries represent the parcel historically occupied by the church.

List all states and counties for properties overlapping state or county boundaries

| state | N/A | code | county | code |
|-------|-----|------|--------|------|
| state | N/A | code | county | code |

| | | | | |
|-------|-----|------|--------|------|
| state | N/A | code | county | code |
|-------|-----|------|--------|------|

11. Form Prepared By

name/title John C. Perry

organization _____ date August 15, 1984

street & number 26 Court Street telephone (603) 352-3911

city or town Keene, state New Hampshire 03431

12. State Historic Preservation Officer Certification

The evaluated significance of this property within the state is:

national state local

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

State Historic Preservation Officer signature [Signature] 1/25/85

title New Hampshire State Historic Preservation Officer date _____

For NPS use only

I hereby certify that this property is included in the National Register

[Signature] date 3-7-85
 Keeper of the National Register

Attest: _____ date _____

Chief of Registration

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

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received

date entered

Continuation sheet 1

Item number 7

Page 2

Both the northern and southern slopes of the roof are pitched by six gable-roofed lucarnes at the break between the aisle and nave roof planes. These have flushed-boarded fronts and pointed windows with silvered glass.

The rear elevation of the church has two windows on the first floor flanking a brick projection which houses the organ. This projection has a single first and second story window on its sides, two first story windows on the rear, and a bull's eye window at the gable. A single-flue chimney pierces the ridge of the building at the rear wall.

In 1959 a small concrete block addition measuring fifteen by seventeen feet were added at the northwest rear corner of the building, out of the public view, to house a new oil-fired steam boiler.

The interior of the building is divided into two floors. The lower or basement story includes a vestry measuring 41 by 57 feet, a nursery, three classrooms, a church office, and a kitchen. The exterior walls of these basement rooms are plastered and have hard wood door and window casings, hardwood floors, and pressed metal ceilings.

The main floor of the church has a single large auditorium measuring 58 by 64 feet. This room is lighted by five stained glass windows on each side; these are memorial windows installed in 1907 at the time of the other remodellings to the room. The room has three banks of slip pews on its main floor, but has no columns or other supports to separate the aisles from the central nave. At the front of the room is a dias for reading desks and chairs. This has a black walnut communion rail at the front with vasiform balusters. Installed during the remodellings of 1907, this rail and the accompanying furniture are the work of local craftsman Goerge Poole, a member of the church.

At the rear of the dias is a panelled choir area. At the center of the rear (west) wall of this area is a recess framed by a pointed arch supported by engaged Gothic columns with stiff-leaf capitals. Set within this recess is a tracker-action pipe organ built in 1869 by Steer and Turner of Westfield, Massachusetts. Above the organ is a bull's-eye window.

At the east end of the auditorium are two doorways providing access to the room from the foyer of the building. Above these is a balcony which has a panelled face that projects forward into the auditorium on four moulded wooden knees. The balcony opening is spanned by a Tudor arch which springs from a pair of engaged wooden columns. The east wall of the balcony is lighted by the three lancet windows in the front of the gable of the church.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

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date entered

Continuation sheet 2

Item number 7

Page 3

The auditorium ceiling has a series of false rafters which define the bays between the lucarne windows. These rafters appear to bear upon longitudinal beams at the juncture of the nave and aisle roof planes; these intersections are marked by moulded brackets and turned drops from which are suspended electric light fixtures. The roof is actually supported above the auditorium ceiling by two concealed wood-and-iron longitudinal trusses which span the full distance between the front (east) and rear walls of the church and receive the feet of the rafters of the upper slopes of the roof and the heads of the rafters of the lower slopes. Thus, most of the stresses of the church roof are transmitted to the front and rear walls rather than being borne by the side walls; the latter serve primarily as curtain walls.

Original appearance: Grace United Methodist Church has changed little in essential appearance since its completion in 1869. Its exterior wood-work, originally painted a dark color, has been lightened, and the main roof had its original slate covering replaced by asphalt shingles following damage in the New England hurricane of 1938. The auditorium was remodelled in 1907 with new woodwork and furniture on the dias and with stained glass windows; early wall and ceiling stencilling has been covered by light-colored paint in recent years. The balcony has recently been partially enclosed with modern materials to conserve heat, and the heating plant of the building has been moved to the concrete block structure at the northwest rear corner.

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National Park Service
National Register of Historic Places
Inventory—Nomination Form**

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Continuation sheet 3

Item number 8

Page 2

Just as Woodcock's design of the Grace United Methodist Church had played a role in his selection as architect of the high school in the same town, his design of Keene High School led to his receiving a similar commission on the opposite side of the state. In 1883, Woodcock designed the private Sanborn Seminary in Kingston (National Register 1983) which, though smaller, is greatly reminiscent of the Keene school. Woodcock maintained his practice in Boston from 1856 until 1900, becoming one of that city's most prolific and reliable architects, though not one of the best remembered or documented.⁴

Grace United Methodist Church stands as one of the best-documented of the post-Civil War churches of southern New Hampshire. Its general size and form are typical of an era of increased prosperity and religious piety. Its design and engineering are important examples of the work of a leading New England architect. Its relatively unaltered condition makes the church an important representative of its era, of its locale, and of the work of its designer.

NOTES:

¹Otis Cole and Oliver S. Baketel, ed., History of the New Hampshire Conference of the Methodist Episcopal Church (New York: The Methodist Book Concern, 1929), p. 157; Grace United Methodist Church Commemorating the Bicentennial of the United States of America (Keene, N.H.: by the church, 1976).

²Edward A. Samuels and Henry H. Kimball, ed., Somerville, Past and Present (Boston: Samuels and Kimball, 1897), p. 653.

³Keene History Committee, "Upper Ashuelot," A History of Keene, New Hampshire (Keene, N.H.: City of Keene, 1968), pp. 127, 451.

⁴Boston City Directories, 1856-1900.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Inventory—Nomination Form**

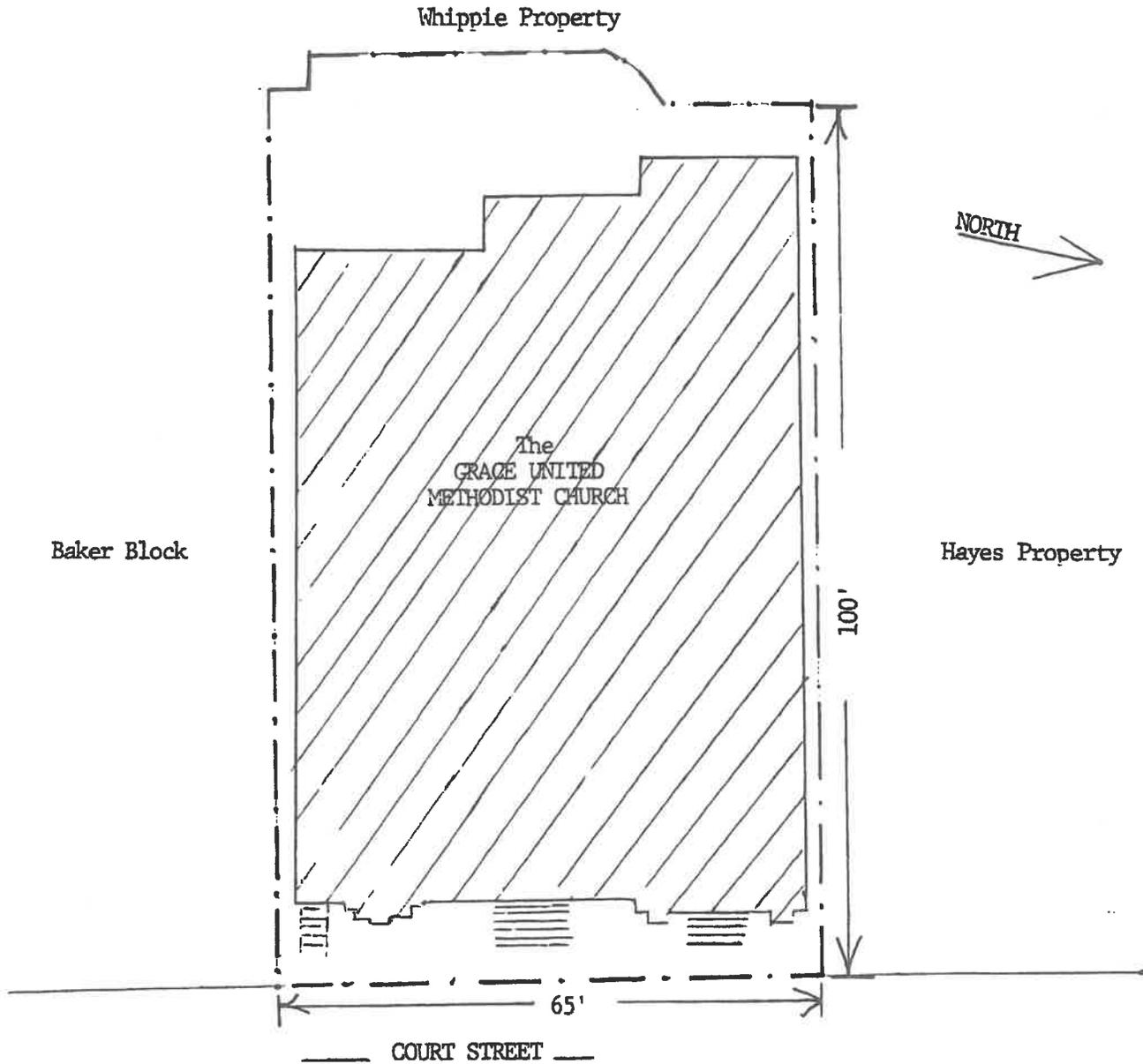
| |
|------------------|
| For NPS use only |
| received |
| date entered |

Continuation sheet

4

Item number 10

Page 2



Note: Boundaries of the nominated property are highlighted in yellow, (map not to scale).

THE
GRACE UNITED METHODIST CHURCH
Keene, New Hampshire

RSA 79-E Application – 34 Court Street

February 7, 2019

Public Benefit

Enhances the economic vitality of downtown areas.

Having a thriving downtown is crucial to attracting and retaining employees. Being a part of the downtown Keene community is extremely important to Paragon because it helps us maintain a company culture where people want to work, and clients want to work with.

Paragon's continued growth in downtown Keene supports local retail and restaurants. Our employees frequent downtown businesses and restaurants during the day. Paragon also uses downtown businesses for products and services when possible. The Paragon team enjoys supporting local establishments, whether that's having company meetings at Luca's or The Stage, having pictures framed at Creative Encounters, replenishing our coffee supply from Prime Roast or our monthly staff lunches from Odelay and Charcoal Charlie.

Bringing employees to downtown Keene helps to maintain a thriving and vibrant downtown. Paragon has and will continue to invest in downtown Keene, support local businesses and partner with local initiatives and projects that promote the city. We provide free and discounted services to local non-profits and small businesses to help them market their organizations. This includes; hosting lunch and learns with Google to help small businesses with their marketing, providing free interior Google Streetview photography and posted it to Google Maps for nearly all the businesses on Main Street and we are also currently working on a project called Explore Keene to showcase all the great things going on in our community.

Paragon is dedicated to downtown Keene and its community; this project will allow Paragon to continue to grow in an area we know and love while directly and indirectly supporting the economic vitality of downtown.

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.

The former Grace Methodist Church is the last of the 3 majestic Court St churches. The other two were demolished in the 1960's. The building is in Keene's Historic District and was added to the National Historic Register of Historic Places in 1985. This historic building is also listed as one of New Hampshire Preservation Alliance's Seven to Save. The structure remains much as it was when it was completed in 1869. I intend to maintain the historic character of the building as much as possible while adapting it for modern use. Paragon's reception area will be open to the public and include a digital exhibit that tells the history of the building and details its restoration and adaptation for modern use and energy efficiency. The exterior of the building will get a new south facing roof, solar panels and first floor windows will be replaced with modern energy efficient windows with a similar style as the original while maintaining the original trim and details. The stained glass, woodwork and architectural details of the

building will be retained and restored over time. Although not in the budget for the first phase of renovations, the main entry doors will be replaced with custom doors that are in character with the rest of the building.

We intend to create an interactive digital exhibit in our reception area that will be open to the public. It will highlight the history of the building, its adaptive reuse and energy efficiency improvements.

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.

The following guidelines that apply to this project from the U.S. Secretary of the Interior's Standards for Rehabilitation are being adhered to wherever possible:

- Insulation and air sealing will be done in a manner that preserves the historic character of the building. (Page 56)
- Window sashes will be replaced with energy efficient windows that convey the same visual appearance. Window frames and all exterior trim will remain intact and be restored. (Pages 25-26)
- The floor plan will remain relatively unchanged. (Page 37)
- Original tin ceilings and hardwood floors will be restored. (Page 38)
- Installing solar collectors on noncharacter-defining roofs. (Page 56)

Promotes efficient design, safety, and a greater sense of community in a manner consistent with the Keene Comprehensive Master Plan.

This project aligns with the City of Keene's Comprehensive Master Plan in numerous ways. Here are several examples from the Master Plan that are directly supported by this project:

- **Character-defining features of historic buildings should be preserved...** (Page 40)
- It is imperative to the community's success and quality of life that historic areas are protected and preserved as much as possible, **while also adaptively reusing historic resources for modern, sustainable uses.** (Page 52)
- Traditionally, historic buildings have not been viewed as "environmentally sound" structures since older buildings are often assumed to be inefficient. However, **restoring and renovating these buildings is more environmentally sound and energy efficient than building new ones**, especially after they are retrofitted with energy upgrades. In addition, the dense development pattern indicative of many historic downtowns and neighborhoods **promotes walkability** and allows residents to be automobile-independent. (Page 52)
- The **identification and recruitment of users for the community's historic buildings in downtown is important** to the city's economic development. (Page 53)
- We should continue to **strive for energy efficiency in all buildings** in the community. (Page 67)
- The city and community should **actively pursue the integration of renewable, large- and small-scale energy sources**, such as wind, solar, and geothermal, into the community's energy mix. (Page 67)
- **New jobs must be a primary objective for Keene and the region. High quality jobs that pay a living wage are viewed as imperative to Keene's long-term economic sustainability**, expansion

of tax base and lessening the tax burden on homeowners. Growing the job base will require a multi-pronged approach including **fostering local start-up companies, retaining and expanding existing firms**, and new business recruitment. (Page 70)

- Since the creative economy also strengthens traditional economic sectors by creating new jobs in the technical, service, and management areas and also promotes community vitality and quality of life, **we should pursue ways to support creative industries**, cultural non-profit organizations and individual artists to further expansion of the creative economy in the community and region. (Page 76)
- **Reduces sprawl** and the inefficient use of resources (Page 38)
- We are a **bike friendly office** with office bikes employees can use during breaks, a shower and lockers and we intend to install **public bike maintenance station** on the property. The location also **promotes walking to downtown businesses and restaurants as well as walking in the surrounding neighborhood**. (A Walkable Community – Encourage Walking and Bicycling, Page 56)

Will add to the City's employment base by creating at least one new, full-time job in Keene's downtown area.

These improvements will allow Paragon to continue its growth in downtown Keene. The lower floor will support approximately 25-30 employees with the option to expand into the upper floor at some point in the future. With a goal of taking Paragon from \$1.4M to \$5M in revenue over the next 5 years, we intend to add 3-5 full time jobs per year.

Paragon is committed to paying a living wage to all employees and creates good paying jobs in a growing, in demand industry. We believe our employees are our greatest asset and strive to provide a healthy, happy and fun workplace with great culture and benefits.

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%.

The building currently relies on a large steam oil boiler that burns 7 gallons of fuel per hour resulting in many thousands of gallons of fossil fuel consumption each winter. By adding a 37.4 kW solar array to the south facing roof and switching the primary heating and cooling source to air source heat pumps and an efficient electric water heater we will nearly eliminate our reliance on fossil fuels. Combined with air sealing, insulating, replacing first floor windows and switching to LED lighting, our solar company projects that we will get to net zero energy usage (or close to it) for our initial use of the first floor. We are performing a Level II Commercial Energy Audit to project energy savings which will guide current and future energy improvements. The improvements also align with the City's recent resolution to switch to 100% renewable energy by 2030.

Project Descriptive Narrative
34 Court Street
11 February 2019

Descriptive Narrative

Exterior Alterations

This project will replace all the first-floor windows on the sides and rear of the building along with two second floor double hung windows at the rear of the building. One first floor window on the south side of the building will be infilled. Stained-glass windows will not be altered.

A total of 15 Windows will be replaced on the sides and rear of the building. 13 on the first floor and 2 at the rear of the building on the second floor. Existing exterior wood trim will remain intact and will be stripped and painted. On the north side of the building 5 windows will be replaced, one original window has been removed and replaced with a smaller casement window. This window will be returned to its original size and character to match the other 4 windows on the north side of the building. At the rear of the building 6 windows will be replaced, 4 on the first floor and 2 on the second floor. On the south side of the building 4 windows will be replaced and the window in the small gap between the two buildings will be infilled.

A 37.4kW solar array is to be added to the south side of the existing roof structure. The existing asphalt roof on the south side will be replaced prior to installation of the solar panels. An emergency disconnect for the solar array will be located next to the existing electrical meter on the east side of the bell tower as is required for emergency responders.

The south facing roof consists of a lower and upper section. The lower section is not visible from the ground. Both sections will be stripped and covered with new asphalt shingles, then covered with rectangular solar arrays proportionate to the open roof spaces and mounted parallel to the roof planes. The copper sections of the roof will be retained and restored as needed.

For more details on the location and size of the solar arrays please see the attached document.

Interior Alterations

The interior will not be altered significantly, and most renovations will be focused on energy efficiency and updating existing fixtures and finishes. The second-floor sanctuary will remain mostly unchanged and will not be occupied at this time. It will receive insulation in the floor and two double hung windows behind the alter will be replaced.

The first floor will be used for office space. Partition walls will be added in the rear classroom to create conference and meeting rooms. One office will be partitioned to create a network and storage room. The 3 existing bathrooms and the kitchen will be refreshed with new energy efficient fixtures and new flooring and finishes.

Existing first floor lighting will be replaced with energy efficient LED lighting. The original tin ceilings will be restored, and hardwood floors refinished.

For the initial phase of this project, insulation and air sealing will be done to the building envelope but primary focused on the first-floor space that is intended to be occupied.

Energy efficient air source heat pumps will be installed on the first floor to condition that occupied space.

Material Selection

Materials being chosen are intended to blend with or enhance the historic character and details of the existing building to the greatest extent possible. According to historical records and old photographs, the windows and trim of the building were originally a dark color, replacement windows will have a dark bronze exterior which is more in line with the original conditions. Shingle color will be a dark gray so the exposed shingles around the edges of the solar arrays will blend as much as possible.

Site Features / Landscape Features

No significant site work or landscaping is intended as part of this proposal. Site work will be limited to cleaning up and maintaining the site.

Installation of 37.4 kW Solar Array

Two solar arrays are to be installed. One on the upper south facing roof and the other on the lower south facing roof. The portions of the building to be occupied will be converted from steam oil boiler heat to energy efficient heat pumps. It is anticipated that the energy produced by the solar arrays will generate enough power to heat and cool the occupied portions of the building and possibly get the building close to net zero energy consumption for its initial use.



Solar Array Visibility

The lower array is not visible from street level. The upper array is partially visible from Vernon St near the fire station as well as from Court St toward Central Square. The upper array is most visible from in front of the old courthouse when looking up over the apartments to the south of the property.



Photo Position 1 – Vernon St, North Side near Fire Station

Front edge of solar panels may be slightly visible due to the standoff from the roof.



Photo Position 2 – Vernon St, South Side near Fire Station

From this position the front of the array will be moderately visible between the peak of the roof and the spire to the left.



Photo 3 – Corner of Vernon St and Court St, North Side of Vernon St

Solar panels are not visible as you approach Court St from Vernon St.

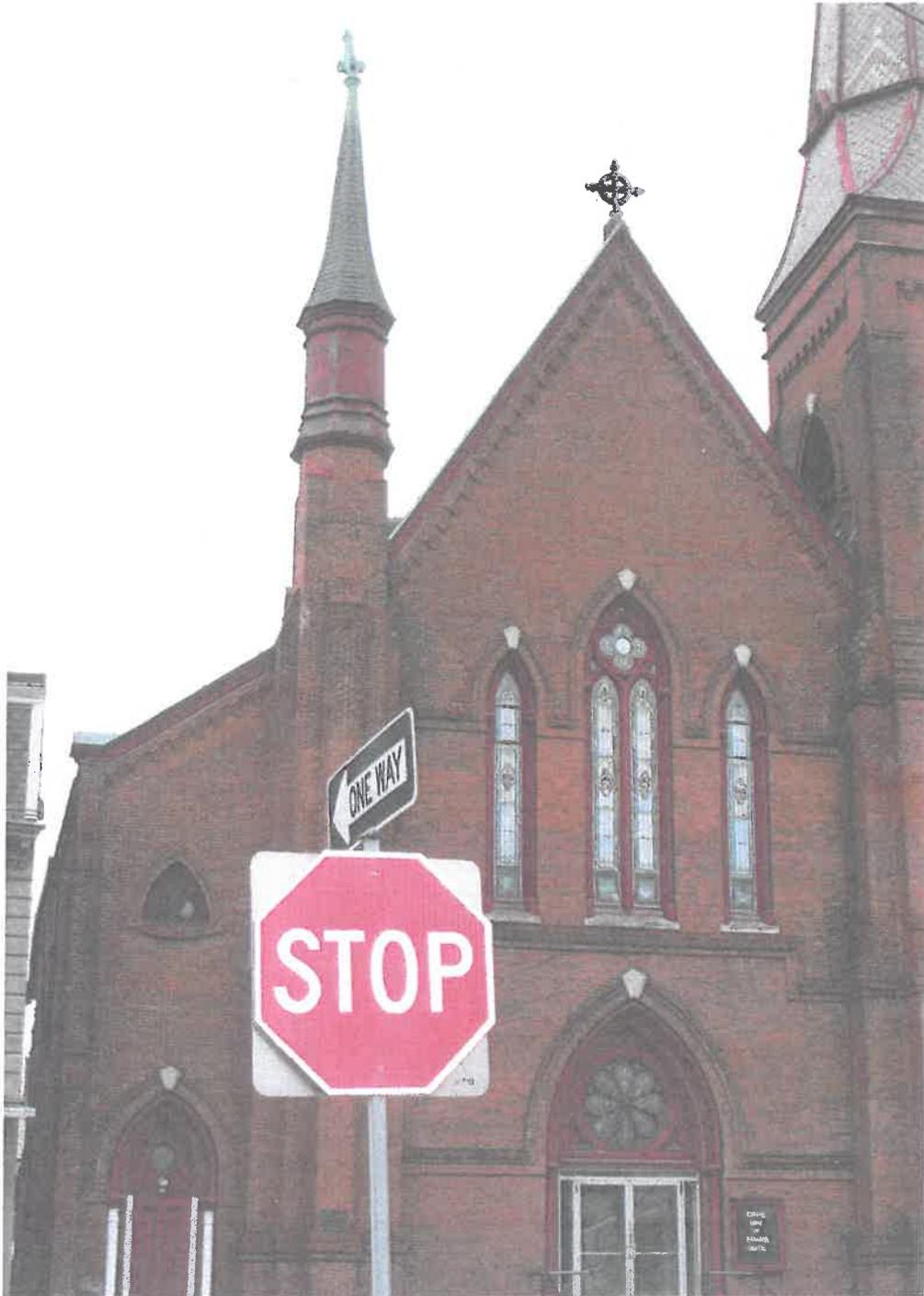


Photo 4 – Corner of Vernon St and Court St, West Side

Corner of solar panels may be visible from the west side of Court St near Vernon St.

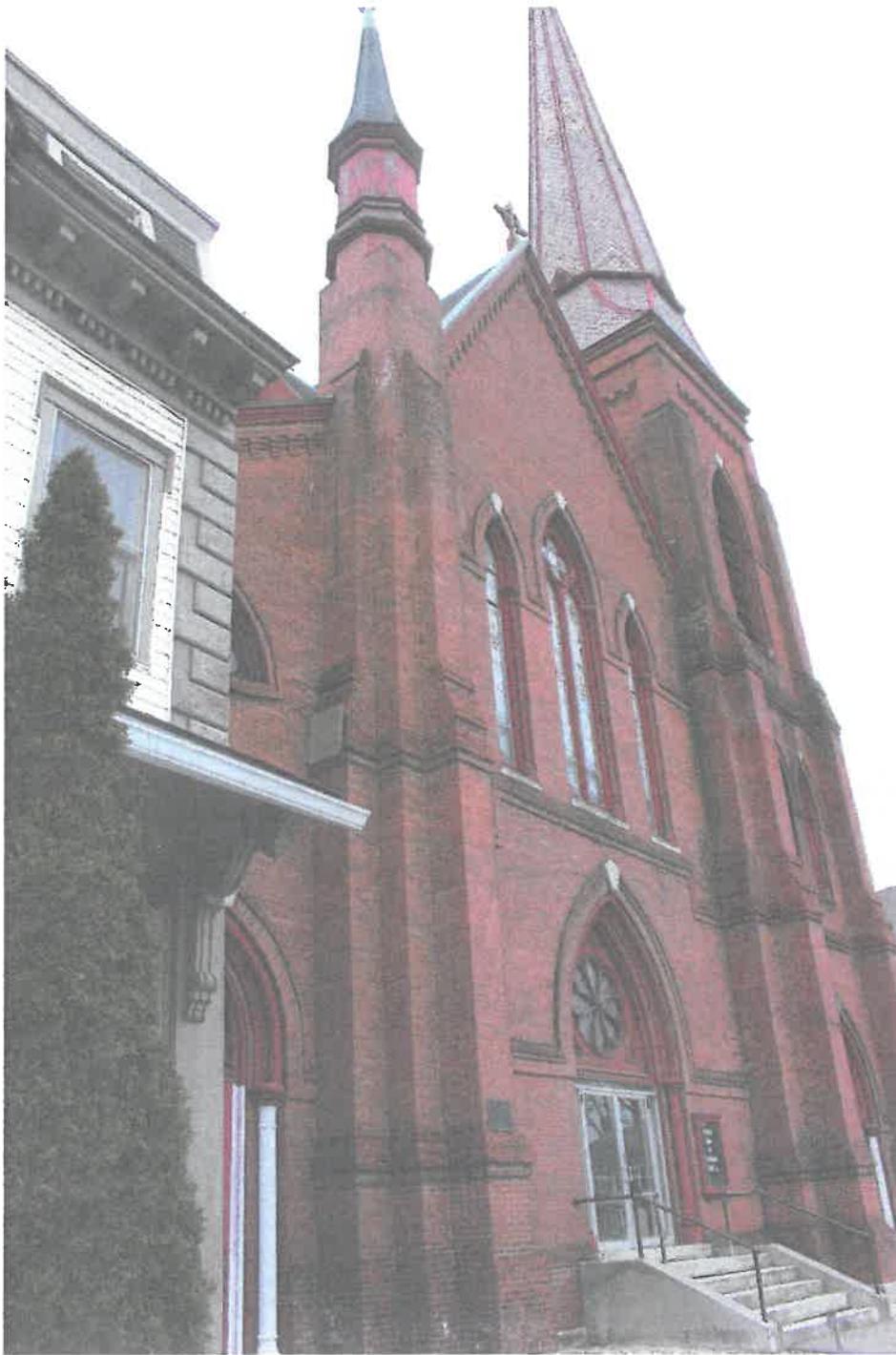


Photo 5 – Corner of Vernon St and Court St, North Side of Vernon St

Solar panels become more visible as you move South on Court St.



Photo 6 – Court St at Central Square

The upper array is most visible from this vantage point but provides a clean uniform look that is only noticeable if someone is looking up. View will be partially obscured with foliage in warmer months.



34 Court Street Phase One Budget

Exterior Alterations

| | | |
|----------------|----|--------|
| Roof & Gutters | \$ | 54,000 |
| Windows | \$ | 22,000 |

Interior Improvements

| | | |
|-------------------------------|----|--------|
| Refresh Kitchen & 3 Bathrooms | \$ | 3,500 |
| Interior Brick Repairs | \$ | 4,000 |
| Electrical | \$ | 9,000 |
| Build out Partition Walls | \$ | 10,000 |
| Fire/Security Alarm | \$ | 3,000 |
| Networking | \$ | 2,000 |
| Refinish Floor | \$ | 5,000 |
| Paint and Plaster/Drywall | \$ | 10,000 |

HVAC

| | | |
|----------------------------|----|--------|
| Energy Efficient Heatpumps | \$ | 76,760 |
|----------------------------|----|--------|

Energy Efficiency

| | | |
|---------------------------|----|--------|
| Energy Audit and Modeling | \$ | 3,950 |
| 37.4kW Solar Array | \$ | 99,507 |
| Aero Barrier Air Sealing | \$ | 7,050 |
| Led Lighting | \$ | 2,500 |
| Cellulose Insulation | \$ | 4,500 |
| Air Seal Crawl Space | \$ | 5,000 |

| | | |
|--------------|-----------|----------------|
| Total | \$ | 321,767 |
|--------------|-----------|----------------|

the **MELANSON** company, a TECTA AMERICA company, LLC

ROOFINGDIVISION with offices in Keene, NH, Bow, NH, and Williston, VT

353 West St PO Box 523 Keene, NH 03431 (603) 352-4232 Fax (603) 352-5375 www.melanson.com

January 8, 2019

Zach Luse
Paragon Digital Marketing
20 Central Square, #210
Keene, NH 03431

Reference: 34 Court Street, Keene, NH - Roof Replacement, South Side
Approximately 4,100 SF

Dear Zach,

In accordance with your request we have inspected the asphalt shingle roof on the south side of the old brick church at 34 Court Street in Keene, NH. As you are aware, the existing asphalt shingle roofing is near the end of its service life and should be considered for replacement. Hence we hereby provide you with an estimated cost of Fifty One Thousand Dollars (\$51,000.00) to perform the roof replacement. The work would be completed as follows:

1. Scaffolding would be erected to the eaves of the building. All work would be done in compliance with OSHA safety guidelines. At least two of the parking spaces of tenants of the adjacent apartment building will be occupied by the scaffolding.
2. The existing layer of asphalt shingles would be removed and properly disposed of.
3. All roof boarding would be inspected and re-nailed as needed. Replacement of any deteriorated boarding or trim would be done at an additional cost.
4. Over the properly prepared substrate new CertainTeed High Temp Ice and Water Shield membrane would be applied 3 feet above the existing metal ice-belt, on either side of the valley lines and between the window dormers. The remaining areas of the roof (which were not covered with the ice and water shield membrane) would be covered with synthetic RoofTop-Guard II shingle underlayment.
5. New custom shop fabricated 16 oz. copper drip edge would be installed at the rake edges.
6. New GAF Marquee Weather-Max 3-tab shingles would be installed. These shingles carry the manufacturer's 30-year limited warranty and UL Class A fire rating.
7. The existing copper valley flashing and copper apron flashing would remain and be re-used.
8. New copper ridge cap flashing would be installed and the lightning protection would be re-attached.
9. The existing step flashing an apron will be re-used.
10. The chimneys would be flashed to the new roofing system.
11. New 6 inch, half-round copper gutter would be installed where no gutter currently exists and it will be tied into the existing gutter.

12. Two new 6 inch round downspout sections would be attached to the existing downspouts, bringing the bottom of the downspouts close to ground level, with elbows to help direct the water away from the building.

13. All debris would be carefully cleaned up and the ground around the perimeter of the building will be dragged with a large magnet to pick up stray nails.

14. We will have a portable sanitary facility on site for our workers.

ALTERNATE: If the existing metal ice-belt is removed and replaced with shingles (to help prevent ice and snow from falling on parked cars), and if the existing copper valleys and gussets are removed and replaced with new copper, the cost would be Fifty Nine Thousand Dollars (\$59,000.00).

The following information, terms and conditions are part of the attached roofing proposal:

1. This proposal is based on information gathered during our visual observation and/or contributed by the building owner. If there are any additional factors such as condensation, ventilation problems or other situations that may affect the performance of this roof we should be informed so that we are better able to assist you with the selection of a roofing specification that is most suitable for your building.

2. The process of removing existing roof materials and/or cutting new ridge vents often result in dust and particles falling into the building. Buildings that have gaps and spaces between the roof boards release a considerable amount of debris. It is the owner's responsibility to inform us of any areas that have open ceilings, exposed beam ceilings and attic areas. We recommend that any contents be protected or moved prior to the commencement of work. If you need assistance with this procedure please let us know.

3. The process of roof demolition and re-roofing can create unavoidable impacts and vibrations. We are concerned about interior finishes and fixtures (particularly on older buildings) that may not be well attached and could become dislodged or damaged due to these activities. It is the owner's responsibility to secure any loose objects and inform us of any potentially sensitive areas. We would not be held responsible for any cracks or nail pops that may occur in the ceilings or other finishes inside the building as a result of our work on the roof.

4. We would take reasonable precautions to keep construction traffic damage to the lawn, driveway, sidewalks, patios, decks and surrounding landscape to a minimum. It is the owner's responsibility to inform us of soft or otherwise sensitive areas such as the location of septic systems, wells and water lines. We would not be held responsible for any ruts, depressions, oil drips or other minor defects in lawns, driveways and surrounding areas that may result from the construction traffic and equipment.

5. The application of self-sealing ice and water shield membrane is usually very effective in preventing leaks caused from winter ice back-ups. However, we cannot provide a warranty promising 100% performance. In harsh winters, the combination of deep snow with extended sub-freezing weather can cause unusually severe ice formations. Gaps in the roof boarding, building movement and pitch resins in the boards can sometimes compromise the membrane and allow leaks to develop. In severe winter conditions we advise homeowners to be vigilant of the icing conditions on their homes and take preemptive action to remove snow and ice if necessary.

6. The Melanson Co. shall not be held responsible for any damages relating to bodily injury, property damage and personal injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of the cost, event, material, product and /or component that contributed concurrently or in any sequence to that injury or damage. The Melanson Co shall not be held responsible for any existing mold or mold due to water intrusion or arising because of any other reason whatsoever.

7. It must also be determined by the owner that there are no asbestos containing materials that would be disturbed as a result of this installation. Asbestos could be present in the roof system, fire-proofing of the roof deck, pipe coverings, ceiling tiles or existing roof top unit components being removed, etc. Any necessary asbestos abatement would result in additional costs. Any testing performed or required for asbestos containing materials would also be an additional cost.

8. It has been our experience that older skylights often develop leaks during or shortly after a roof renovation. This may be due to vibrations and/or disturbances inherent with this type of work or simply that the seals in the unit are old and brittle. Old skylights will not be watertight the life of the new roof. Any skylight replacement or repair that becomes necessary would involve additional charges.

9. Masonry chimneys and chimney chases are often a source of water infiltration into a house. Mortar, bricks, stone venires, open flues and cracks in the chimney often allow water infiltration. We would not be held responsible leaking caused by defects in the chimney. Any chimney issues should be brought to our attention prior to re-roofing.

10. Roof top equipment such as antennas, satellite dishes and solar panels may need to be temporarily removed to replace the roofing. It is the homeowner's responsibility to make arrangements with their appropriate service provider to temporarily disconnect, remove and then replace the equipment. If the homeowner gives us permission to move the equipment, we will not be responsible for proper reinstallation and especially re-alignment of satellite dishes and antennas.

11. Electric power lines within 10 feet of the roof edge are required to be covered for safety reasons. In New Hampshire, The Eversource Power Co generally performs this service at no charge to the owner, unless the access is not typical. Additional costs would be involved if the power line needs to be temporarily moved or disconnected.

12. The Melanson Co. warranty on Labor and Workmanship extends one year from the date of completion of the work. All warranties are subject to and contingent upon payment in full of all amounts as set forth in the roofing proposal. No warranties provided in connection with this contract are transferable by the owner to another party or subsequent owner.

13. All material is warranted to be as specified. All work to be completed in a workmanlike manner according to standard roofing practices. Any alterations or deviation from the attached specifications involving extra costs will be executed with the agreement of both The Melanson Co and owner and will become an extra charge over and above the original estimate. Repairs to deteriorated roof boarding, rafters, trim or performance of additional repairs due to unforeseen conditions or hidden layers of roofing would be considered additional work. Verbal authorization of changes will be considered part of this contract. Both parties to this contract must approve all such changes and or additions in writing when possible or verbally when necessary. Work cancelled by the owner after materials have been purchased will be subject to shipping and restocking fees on the returned materials. Extra materials are sent to every job. Any and all materials left at the end of the work remain the property of The Melanson Co.

14. This proposal is subject to acceptance within 30 days and is void thereafter at the option of The Melanson Co.

15. The owner referenced on the front of this agreement represents that he/she is the Owner of the subject property, or in the alternative, has the express authority to represent and bind the Owner of the property.

16. Payment for the work is expected in full within 30 days from the date of the invoice. Any unpaid balance beyond 30 days shall be subject to an additional 1.5% interest charge per month. In the event it becomes necessary to use the legal system to collect payment, reasonable attorney's fees shall be added to the contract price.

If you have any questions on any of the above, please do not hesitate to contact us.

We carry Workmen's Compensation, Property Damage and Public Liability Insurance.

If you would like to proceed with this work, please sign one copy of this letter and return it to our office.

Very truly yours,
The Melanson Company, Inc.



Matthew Bond
Vice President

Accepted _____

Date _____

An initial deposit of \$15,300.00 would be required prior to ordering materials.



ReVision Energy System Installation Contract

This Contract ("Contract") is made this February 9, 2019 between:

| Contractor: | and Owner: |
|--|---|
| ReVision Energy Inc. 7A Commercial Drive Brentwood, NH 03833 603-415-0151 | Zach Luse 34 Court Street Keene, NH 03431 |

The Project is:

Installation of a project at 34 Court Street, Keene, NH with the following major components:

- 115 REC N-Peak 320 Watt 60 cell solar electric modules
- 1 SolarEdge grid-tied solar inverter(s)
- 60 SolarEdge P730 DC power optimizers
- Iron Ridge XR100 Aluminum rail mounting system
- SolarEdge web-based solar production monitoring system
- Alpine SnowGuards Solar SnowMax
- ReVision Energy 5-year workmanship warranty

Standard Inclusions

- All state and local construction codes and requirements
- National Electric Code
- All PV components UL listed
- All electric equipment UL or ETL listed
- All major electrical components CEC-approved
- Utility Interconnection
- 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
- Assistance in filing for state funded solar rebate program
- All materials necessary to mount and wire the solar electric system
- Completion of ReVision Energy'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
- Assistance with linking online monitoring system to Owner's website for production review and marketing purposes

Standard Exclusions

- Roof manufacturer warranty inspection fees
- PE stamped site plans and/or boundary survey if required by planning board or other entity
- Costs associated with component requirements and/or installation specifications not specifically outlined in this contract
- Utility impact study or utility infrastructure improvement costs in excess of initial interconnection application costs

Section 1

1.1 Information Supplied by Owner. Upon Contractor's request, Owner shall furnish, at its own expense, information 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.



1.2 Permits and Fees. Contractor shall obtain any building and electrical permits required for the performance of the Work, and shall obtain all other necessary approvals, easements, assessments, fees and charges.

1.3 Access to the Site. The Owner shall provide Contractor with timely access to the site sufficient to allow the Contractor to perform the Work in accordance with the Contract Documents.

1.4 Contract Time. The Contract Time shall begin to run upon Contractor's receipt of Owner's written notice to proceed with the Work. Subject to Changes to the Work or delays that are beyond Contractor's control, Contractor shall achieve Substantial Completion of the Work not later than 6/30/2019.

1.5 Contract Sum. In exchange for performing the Work described in this Contract, Owner shall pay Contractor the lump sum of **\$99,507.00**, subject to such additions and deductions as may be made in accordance with Section 1.8.

1.6 Substantial Completion. Substantial Completion shall mean the date the Work is sufficiently completed so that the Owner can utilize the Work in the manner for which it is intended.

1. Punch List.

Contractor shall notify Owner when Contractor has achieved Substantial Completion of the Work and shall prepare and submit to Owner a list of incomplete and defective Work. Within seven (7) days of receipt of the Punch List, Owner shall add any items of Work to the Contractor's list that it believes to be incomplete and defective. The Owner's and Contractor's combined list shall be the Punch List for the Project.

2. Any items of incomplete and defective Work not added to the Punch List by Owner in the time described in Paragraph 1.6.1 shall be covered by the warranty provision of this Contract. Owner shall not be entitled to withhold any portion of the Contract Sum on account of items covered by the warranty provision of this Contract

1.7 Inspections. Any inspection(s) of the Work required or requested by Owner shall be conducted within ten (10) business days of receipt of Contractor's notice that the Work is Substantially Complete. All such inspections shall be conducted at Owner's expense.

1.8 Changes to the Work. Any alteration or deviation from the Work described in the Contract Documents that results in a change in the Contract Sum or Contract Time shall be performed by the Contractor only upon the parties entering into a written Change Order.

1. If Contractor deems that an instruction of Owner, unforeseen subsurface or concealed physical condition on the Project site, or any unforeseen circumstances beyond Contractor's control will result in a Change in the Work that will cause an increase in Contractor's cost of performing the Work or the time required to complete the Work, Contractor shall submit to Owner a Change Order Proposal to perform the Change in the Work.
Upon Owner's acceptance of the Change Order Proposal, it shall be incorporated into and become a part of the Contract pursuant to a written Change Order.

1.9 Differing Site Conditions. If concealed or unknown physical conditions are encountered at the site that are materially different than those indicated in the Contract Documents or from conditions ordinarily found

to exist on projects of a similar nature, Contractor shall be entitled to an equitable adjustment in the Contract Time and Contract Sum in accordance with Paragraph 10.

1.10 Indemnity. To the fullest extent permitted by law, Contractor shall 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 in whole or in part 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.

Section 2

2.1 Payments. Owner shall pay Contractor in accordance with the following payment schedule:

- 15% of the Contract Price upon execution of this Contract (PAID 1/4/19)
- Remainder of Contract Price in accordance with Schedule of Values attached

Invoices are Net 30.

2.2 NH State Rebate Payment Note: Final payment of an amount equal to the approved New Hampshire State Rebate will be deferred until after the applicant receives the incentive payment, OR in event that a rebate is not paid because of non-compliance with program terms and conditions, ReVision Energy will refund the applicant an amount equal to the approved rebate

2.3 Interest. Should Owner fail to pay any amount under this Contract when such amount is due, Owner shall be liable for interest in the amount of 18% per annum on such amounts.

Section 3

3.1 Warranty

Contractor shall repair and replace, at its own expense, defects in labor or equipment that it supplies and installs provided that it receives written notice of such defects within five (5) years of Substantial Completion.

In addition to any additional warranties agreed to by the parties, Contractor warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for the location of the Project; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the New Hampshire Uniform Commercial Code apply to this contract.

The Contractor's warranties set forth above exclude: (1) remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear as a result of normal usage. Contractor is not responsible for damage to accessories caused by the failure of equipment installed by Contractor; and (2) remedy for damages, costs,

losses and expenses alleged to have been incurred as a result of the failure of the Work to achieve any cost or energy savings estimate, goal, standard or benchmark.

Section 4

4.1 Consequential Damages.

The Parties hereby waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to: (1) damages incurred by Owner due to the Owner's inability to obtain favorable tax treatment or tax benefits sought in connection with the Work of the Project, for alleged failure of the Work to achieve expected cost savings, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for losses of financing, business and reputation, and for loss of profit but not including anticipated profit arising directly from the Work.

4.2 Insurance.

Contractor's Insurance

Contractor shall maintain the following insurance coverage:

- Worker's Compensation Insurance, with statutory limits; and
- A Comprehensive General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of One Million Dollars (\$1,000,000) dollars for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

Owner's Insurance

Owner shall maintain property insurance and any other insurance as may be appropriate in light of the Work being performed under the Contract.

4.3 Dispute Resolution

If a dispute arises concerning the provisions of this Contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

Binding arbitration as regulated by the New Hampshire Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision;

Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit; or

Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

If the parties are unable to resolve their disputes through mediation, their disputes shall be subject to binding arbitration which, unless the parties otherwise mutually agree, shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

4.4 Termination

By the Contractor

If Owner fails to pay Contractor in accordance with the provisions of Section 2 above, or is otherwise in material breach of the provisions 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, Contractor may, in addition to any other legal and equitable remedies it may have, immediately terminate this Contract. In that event, Owner shall be liable to Contractor for Contractor's damages including unreimbursed costs related to the Project, overhead expenses, profits on this Project, and reasonable attorneys' fees and collection costs incurred as a result of Owner's default.

By the Owner

If Contractor is in material breach of the provisions of this Contract, Owner shall give Contractor written notice that Contractor is in default. If Contractor fails to cure its default within five (5) calendar days, or within such reasonable time as may be necessary to allow the Contractor an opportunity to cure its default, Owner may, in addition to any other legal and equitable remedies it may have, immediately terminate this Contract. In the event of termination under this paragraph, Contractor shall be responsible for owner's reasonable attorneys' fees and collection costs.

4.5 Cancellation/Refunds Due to Required Structural Modifications

After any structural review required by state or local building officials, Contractor will review any required modifications with Owner. If it is determined that required structural upgrades are cost prohibitive, Owner will have the right to cancel the contract and receive a deposit refund, less costs already incurred by contractor prior to cancellation.

4.6 Miscellaneous

- **Integration.** This Contract represents the entire integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations or agreements, whether oral or written. This Contract may be amended only by written instrument signed by both Contractor and Owner.
- **Cost of Collection.** Owner shall be liable for all costs, including reasonable attorneys' fees, incurred by Contractor in enforcing any of the provisions of this Contract.
- **Permit Authorizations.** Owner hereby authorizes ReVision Energy to act as Owner's Agent for the limited purpose of applying for and obtaining any permit or approval from each Authority Having Jurisdiction that may be required for the installation of the Renewable Energy System described in this Contract to be located on Owner's property.

Owner is strongly advised to visit the Attorney General's publicly accessible website to gather current information on how to enforce its rights when constructing or repairing homes. The Attorney General's publicly accessible website is <http://doj.nh.gov/> and its telephone number is (603) 271-3658.

This Contract is entered into as of the day and year first written above.

| Owner | ReVision Energy Inc. |
|--------------|----------------------|
| Signature | Signature |
| Printed Name | Printed Name & Title |
| Date | Date |

NOTICE OF CANCELLATION

You may CANCEL this transaction, without any penalty or obligation, within three business days from the day on which you sign this contract.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to ReVision Energy Inc. 7A Commercial Drive Brentwood, NH 03833.

You may also email in written notice of your cancellation HOWEVER you may not consider the cancellation confirmed without a written confirmation via email from ReVision Energy Inc.



REVISION ENERGY

Project Requisition Form

| Continuation Sheet: 1 | | Page 1 of 1 | | Payment Application Number: | | Period to: | | |
|---------------------------|-------------------------|---------------------|---------------------|-----------------------------|--------------------------------|----------------------------------|-----------|---------------------|
| Paragon Digital Marketing | | PO# | | | | | | |
| A | B | C | D | E | F | G | H | I |
| Spec Section | Description of Work | Scheduled Value | Previously Approved | Completed This Period | Materials Stored Not in D or E | Total Completed and Stored D+E+F | % | Balance to Finish |
| | System Deposit (25%) | \$ 24,877.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 24,877.00 |
| | General Conditions | \$ 12,069.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 12,069.00 |
| | Design and Engineering | \$ 3,360.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 3,360.00 |
| | Permitting | \$ 1,094.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 1,094.00 |
| | Utility Interconnection | \$ 38.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 38.00 |
| | Utility Upgrade Costs | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - |
| | Site Layout and Survey | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - |
| | Buy Solar Modules | \$ 17,863.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 17,863.00 |
| | Install Solar Modules | \$ 7,050.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 7,050.00 |
| | Buy Inverters | \$ 8,444.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 8,444.00 |
| | Install Inverters | \$ 685.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 685.00 |
| | Buy Solar Racking | \$ 6,368.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,368.00 |
| | Install Solar Racking | \$ 6,747.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 6,747.00 |
| | Electrical | \$ 10,115.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 10,115.00 |
| | Fencing | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - |
| | Comissioning | \$ 797.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 797.00 |
| | Total Values | \$ 99,507.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 99,507.00 |

| | | | |
|--|--|---|--|
| 91 West Main St Liberty, ME 04049 (207) 589-4171 | 7 Commercial Dr Brentwood, NH 03833 (603) 679-1777 | 14 Dixon Ave Concord, NH 03301 (603) 415-0151 | 1980 Turnpike St Building #2 N.Andover, MA 01845 (978) 308-9041 |
|--|--|---|--|

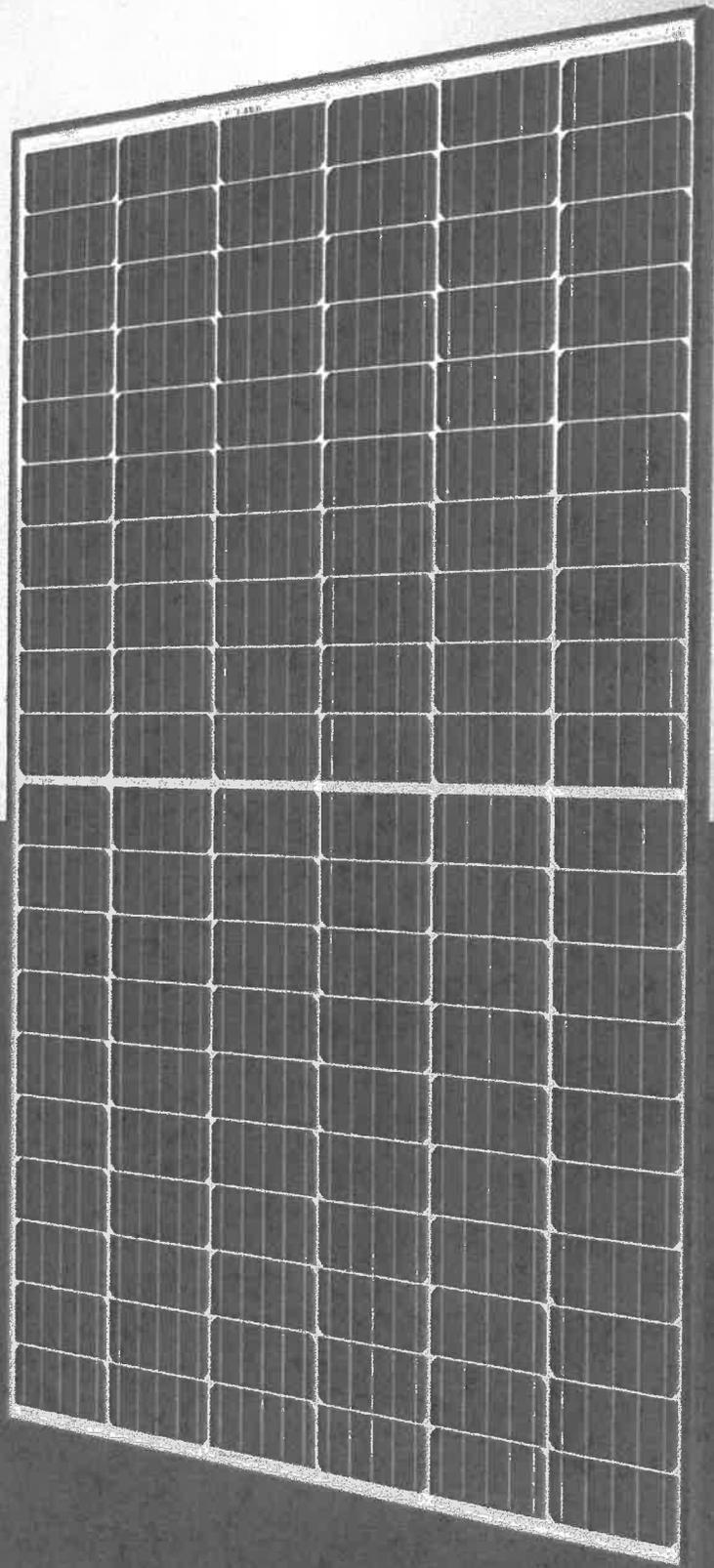
www.ReVisionEnergy.com

REC N-PEAK: EXPLAINED

**PREMIUM N-TYPE MONO SOLAR
PANELS USING HALF-CUT CELL
TECHNOLOGY FROM THE
LARGEST EUROPEAN BRAND**

The REC N-Peak features innovative cell technology and a robust frame design for higher efficiency and higher power output:

- More power for more electricity generation
- Higher yields through improved performance in shaded conditions
- Proven reliability of an established European brand



MONO N-TYPE: THE MOST EFFICIENT C-SI TECHNOLOGY



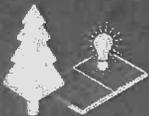
NO LIGHT INDUCED DEGRADATION



SUPER-STRONG FRAME UP TO 7000 PA SNOW LOAD



FLEXIBLE INSTALLATION OPTIONS



IMPROVED PERFORMANCE IN SHADED CONDITIONS



GUARANTEED HIGH POWER OVER LIFETIME

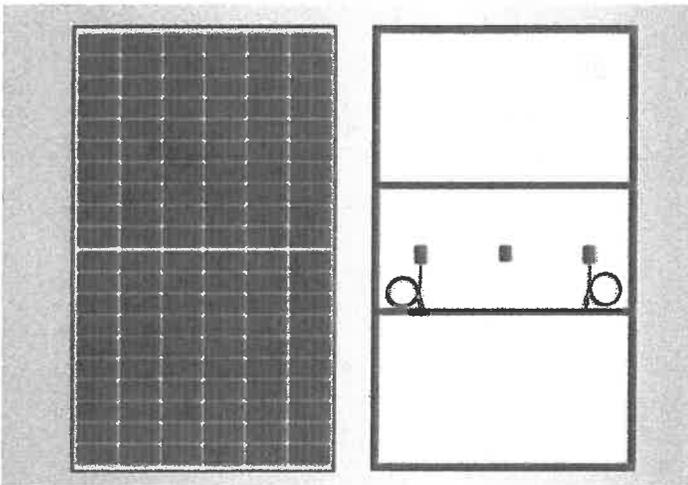
REC N-PEAK: EXPLAINED



REC's most powerful solar panel ever!

Providing customers with up to 330 Wp in a 60-cell panel, the new REC N-Peak panel uses the most efficient cell technology in the industry, capturing more sunlight thereby providing more power.

The REC N-Peak Series is ideal for residential and smaller commercial and industrial rooftops where as much power as possible needs to be packed in to a limited space and where higher power levels need to be achieved with fewer modules. The unique REC 'Twin' cell layout design, where the panel is split into two identical and mirrored sections, also enables the continued production of energy, even when part of the module or array is shaded, further contributing to its high energy yields compared to standard panels.



Zero LID:

The loss of power generation capacity seen in a standard solar panel on its first exposure to light is known as Light Induced Degradation (LID). This is a result of the reaction of boron and oxygen inside a cell and causes a permanent drop in a standard panel's maximum power.

Not with the REC N-Peak Series, however! Through the use of n-type technology, REC's N-Peak cells avoid a reaction between boron and oxygen at all levels and therefore any occurrence of LID can be fully prevented.

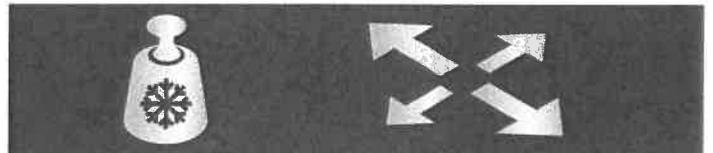
This ensures the power of the panel remains the same as when it left the REC factory, meaning customers always get exactly the power levels that they paid for.

Advantages of REC's n-type mono cells:

Based on high efficiency monocrystalline cell technology, the REC N-Peak boosts panel efficiency through n-type and PERT technologies:

- With n-type cell technology, the internal construction of a cell reduces Light Induced Degradation (LID) to zero, meaning no power loss right after installation
- PERT technology completely passivates the rear of the cell for increased electron capture and high and stabilized efficiency
- Class-leading temperature performance keeps panels cooler for increased efficiency and higher yields
- All round higher yields at higher wavelengths, with strong performance from dawn through to dusk

Combining n-type and PERT technology in the REC N-Peak Series has created a high efficiency and powerful solar panel, that helps you make the most of every installation, especially where space is limited.



Super-strong frame design:

Introducing a new frame design with extra support bars across the rear of the panel, the REC N-Peak reduces the bending and deformation of the panel under load while allowing loads of up to 7000 Pa, far exceeding the 5400 Pa offered by conventional panels. Such an increase in panel strength and durability enables customers to achieve much higher energy yields over the total lifetime of the installation.

The new 30 mm frame height allows the optimization of packaging and transportation to reduce the amount of transport and trucks on the road, keeping the product's and users' carbon footprint low. Together, this new frame design enables flexible installation options, making overcoming every obstacle easier during system design.

REC's leading warranty:

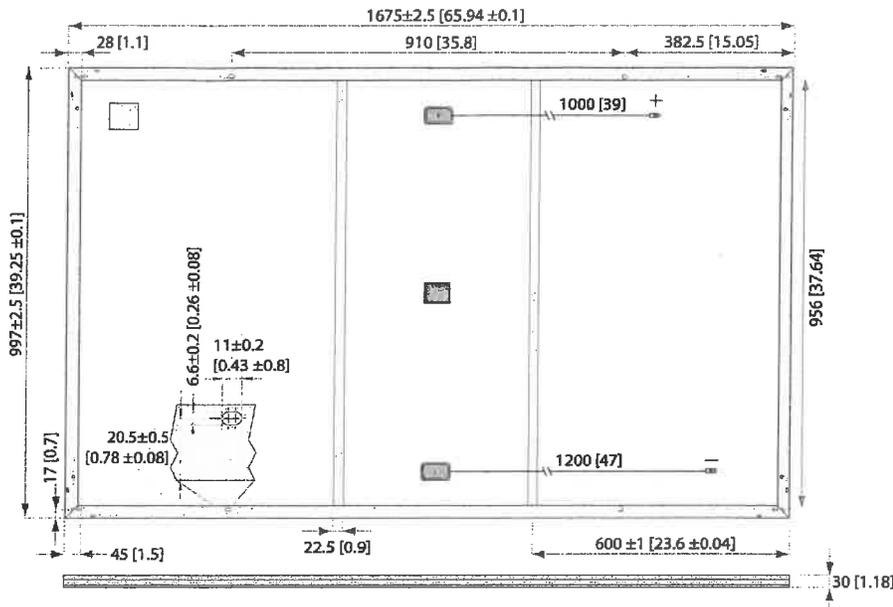
All of the advantages of the REC N-Peak combine to guarantee customers high power output over its warranted lifetime:

- 20 year product warranty
- 25 year linear power output warranty
- Maximum degradation of 0.5% per year
- 86% of power rating warranted after 25 years



www.recgroup.com

REC N-PEAK SERIES



Measurements in mm [in]

| ELECTRICAL DATA @ STC | Product code: RECxxxNP | | | | |
|---------------------------------------|------------------------|-------|-------|-------|-------|
| Nominal Power - P_{MPP} (Wp) | 310 | 315 | 320 | 325 | 330 |
| Watt Class Sorting - (W) | -0/+5 | -0/+5 | -0/+5 | -0/+5 | -0/+5 |
| Nominal Power Voltage - V_{MPP} (V) | 33.6 | 33.9 | 34.2 | 34.4 | 34.6 |
| Nominal Power Current - I_{MPP} (A) | 9.24 | 9.31 | 9.37 | 9.46 | 9.55 |
| Open Circuit Voltage - V_{OC} (V) | 40.2 | 40.5 | 40.8 | 41.0 | 41.3 |
| Short Circuit Current - I_{SC} (A) | 10.01 | 10.09 | 10.18 | 10.27 | 10.36 |
| Panel Efficiency (%) | 18.6 | 18.9 | 19.2 | 19.5 | 19.8 |

Values at standard test conditions (STC: air mass AM1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of V_{OC} & I_{SC} ±3% within one watt class. * Where xxx indicates the nominal power class (P_{MPP}) at STC above.

| ELECTRICAL DATA @ NMOT | Product code: RECxxxNP | | | | |
|---------------------------------------|------------------------|------|------|------|------|
| Nominal Power - P_{MPP} (Wp) | 234 | 238 | 241 | 245 | 249 |
| Nominal Power Voltage - V_{MPP} (V) | 31.1 | 31.4 | 31.7 | 31.9 | 32.1 |
| Nominal Power Current - I_{MPP} (A) | 7.51 | 7.56 | 7.62 | 7.69 | 7.76 |
| Open Circuit Voltage - V_{OC} (V) | 37.3 | 37.5 | 37.8 | 38.0 | 38.3 |
| Short Circuit Current - I_{SC} (A) | 8.01 | 8.07 | 8.14 | 8.22 | 8.29 |

Nominal module operating temperature (NMOT: air mass AM1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s).

* Where xxx indicates the nominal power class (P_{MPP}) at STC above.

GENERAL DATA

| | |
|---------------|---|
| Cell type: | 120 half-cut mono c-Si n-type cells 6 strings of 20 cells in series |
| Glass: | 3.2 mm solar glass with anti-reflection surface treatment |
| Backsheet: | Highly resistant polymeric construction |
| Frame: | Anodized aluminum (black) |
| Junction box: | 3-part, 3 bypass diodes, IP67 rated in accordance with IEC 62790 |
| Cable: | 4 mm ² solar cable, 1.0 m + 1.2 m in accordance with EN 50618 |
| Connectors: | Stäubli MC4 PV-KBT4/KST4 (4 mm ²) in accordance with IEC 62852 IP68 only when connected |
| Origin: | Made in Singapore |

MECHANICAL DATA

| | |
|-------------|---------------------|
| Dimensions: | 1675 x 997 x 30 mm |
| Area: | 1.67 m ² |
| Weight: | 18 kg |

MAXIMUM RATINGS

| | |
|--------------------------|-----------------------------------|
| Operational temperature: | -40 ... +85°C |
| Maximum system voltage: | 1000 V |
| Design load (+): snow | 4666 Pa (475 kg/m ²)* |
| Maximum test load (+): | 7000 Pa (713 kg/m ²)* |
| Design load (-): wind | 1600 Pa (163 kg/m ²)* |
| Maximum test load (-): | 2400 Pa (245 kg/m ²)* |
| Max series fuse rating: | 25 A |
| Max reverse current: | 25 A |

* Calculated using a safety factor of 1.5

* See installation manual for mounting instructions

TEMPERATURE RATINGS*

| | |
|--|-------------|
| Nominal Module Operating Temperature: | 44°C (±2°C) |
| Temperature coefficient of P_{MPP} : | -0.35 %/°C |
| Temperature coefficient of V_{OC} : | -0.27 %/°C |
| Temperature coefficient of I_{SC} : | 0.04 %/°C |

* The temperature coefficients stated are linear values

CERTIFICATIONS



IEC 61215, IEC 61730 & UL 1703; MCS 005,
IEC 62804, IEC 61701, IEC 62716, IEC 62782
ISO 9001: 2015, ISO 14001: 2004, OHSAS 18001: 2007

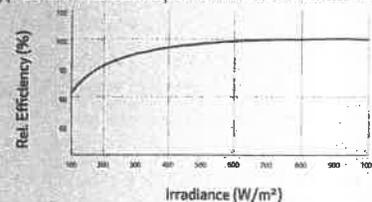
takeaway take-e-way WEEE-compliant recycling scheme
for an easy way

WARRANTY

20 year product warranty
25 year linear power output warranty, maximum
degression in performance of 0.5% p.a., giving
86% at end of year 25.
See warranty conditions for further details.

LOW LIGHT BEHAVIOUR

Typical low irradiance performance of module at STC:



Founded in Norway in 1996, REC is a leading vertically integrated solar energy company. Through integrated manufacturing from silicon to wafers, cells, high-quality panels and extending to solar solutions, REC provides the world with a reliable source of clean energy. REC's renowned product quality is supported by the lowest warranty claims rate in the industry. REC is a Bluostar Elkem company with headquarters in Norway and operational headquarters in Singapore. REC employs more than 2,000 people worldwide, producing 1.5 GW of solar panels annually.



www.recgroup.com

Specifications subject to change without notice. Ref: REC-05-IT-Rev-B 01/19

Limited Warranty Certificate for REC N-Peak solar panels' (Limited Warranty) (valid as of October 1, 2018)

This Limited Warranty covers all the above named REC solar panels (as defined above¹) delivered to REC customers on or after October 1, 2018², and is valid in all member states of the European Union, the European Economic Area, countries belonging to the Eastern European Group³ and further countries as listed below⁴.

REC SOLAR PTE. LTD. (hereafter the 'Warrantor' or 'REC') issues the following voluntary warranty to the end-user who purchased the Product in one of the states mentioned above and put the Product into use for the first time (the 'Original End-User'). In addition to the rights under this Limited Warranty, the Original End-User may be entitled to statutory warranty rights under applicable national laws which shall not be affected or limited in any way by this Limited Warranty.

I. Product Warranty

Subject to the terms and conditions of this Limited Warranty, for a period of 20 years from the date of purchase by the Original End-User (not exceeding a maximum period of 20.5 years from the date of production as identified on the Product), REC warrants that the Products:

- Are free from defects in material and workmanship if installed and used in accordance with the installation instructions available to download from www.recgroup.com; and
- Will remain safe and operational if cable and connector plugs are installed professionally and are not permanently positioned in water; provided however, that damage to the cable caused by abrasion on a rough surface due to insufficient fixing or to unprotected running of the cable over sharp edges is excluded. Damage caused by animals is also excluded; and
- Will not experience freezing up of the aluminum frames if installed correctly.

The outer appearance of the Product, including scratches, stains, rust, mould, discoloration and other signs of normal wear and tear, which occurred after delivery or installation, do not constitute defects, provided the functionality of the Product is not affected. Glass breakage constitutes a defect only if not caused by any external influence.

If a defect (or serial defect⁵) occurs during the Warranty Period affecting the functionality of the Product, REC will, at its sole option:

- Repair the defective Product; or
- Replace the Product with an equivalent product; or
- Refund the current market price of an equivalent product at the time of the claim.

II. Power Output Warranty

Subject to the terms and conditions of this Limited Warranty, REC warrants that the actual power output of the Product will reach at least 98% of the nameplate power output specified on the Product during the first year (calculated from the date of production as identified on the Product). From the second year, the actual power output will decline annually by no more than 0.5% for a period of 24 years, so that by the end of the 25th year, an actual output of at least 86% of the nameplate power output specified on the Product will be achieved.

This Power Output Warranty covers only reduced performance due to natural degradation of the glass, the solar cell, the embedding foil, the junction box and interconnections under normal use.

If the Product does not reach the warranted power output levels set out above when measured by the Warrantor or by an accredited independent measuring institute⁶ agreed to prior to testing by the Warrantor, under standard test conditions (IEC 61215) and taking into account a $\pm 3\%$ tolerance range, then REC will, at its sole option:

- Repair the Product; or
- Replace the Product with an equivalent product or to supply additional panels as necessary to achieve the warranted percentage of specified power output; or
- Refund the current market price of an equivalent product at the time of the claim.

¹ Including product variants with one or more of the suffixes: Black, Q2, and excluding panels showing Q3, as part of the product name.

² This warranty is also valid for products delivered to REC customers before October 1, 2018, which were held in stock by the customer, and were commissioned after October 1, 2018, on installations of less than 500 kW size only. In such cases, proof of system commissioning must accompany the claim submission.

³ As defined by the regional groups of Member States to the United Nations General Assembly (www.un.int).

⁴ This Limited Warranty also includes the countries of Andorra, Israel, Liechtenstein, Monaco, San Marino, Switzerland, Turkey and the Vatican City.

⁵ Serial defects can only be confirmed by REC as a serial defect event in accordance with REC standards of serial defects.

⁶ Examples: Fraunhofer ISE, TÜV Rheinland, UL or equivalent as discussed and agreed by REC prior to testing.

III. Warranty Conditions, Limitations and Exclusions

1. This Limited Warranty is not transferable by the Original End-User, except to a subsequent owner of the solar power facility at which the Product was originally installed and remains installed, provided that this solar power facility has not been altered in any way or moved from the structure or property at which it was originally installed.
2. Notification of a warranty claim hereunder must be given without undue delay after detection of the defect and prior to the expiration of the applicable Warranty Period and in accordance with the procedure as set out in section IV below.
3. **Please note that this Limited Warranty does not cover, nor will the Warrantor reimburse, any on-site labor or other costs incurred in connection with the de-installation or removal of defective Products, transport or the re-installation of replaced or repaired Products or any components.**
4. The Warrantor may use remanufactured or refurbished parts or products when repairing or replacing any Products under this Limited Warranty. Any exchanged or replaced parts or Products will become the property of REC. The Warranty Periods set out in sections I. and II. above will not be extended in any way in the event of a replacement or repair of a Product.
5. This Limited Warranty requires that the Product is installed according to the latest safety, installation and operation instructions provided by REC and does not apply to damage, malfunction, power output or service failures which have been caused by: (a) repair, modifications or removal of the Product by someone other than a qualified service technician; (b) any improper attachment, installation or application of the Product or (c) abuse, misuse, accident, negligent acts, power failures or surges, lightning, fire, flood, accidental breakage, actions of third parties and other events or accidents outside REC's reasonable control and/or not arising under normal operating conditions.
6. This Limited Warranty is provided voluntarily and free of charge and does not constitute an independent guarantee. Therefore, if any defect materially affects the functionality of the Product or results in a power output below the warranted levels, the Original End-User's remedies are limited exclusively to the remedies set out under sections I. and II. in the warranty cases specified herein. REC assumes no warranties, express or implied, other than the warranties made herein and specifically disclaims all other warranties, merchantability or fitness for a particular purpose. REC excludes all liabilities for any special, incidental, consequential or punitive damages from the use or loss of use of the Products to perform as warranted; including but not limited to damages for loss of power, lost profits or savings nor expenses arising from third-party claims. This does not apply to the extent the Warrantor is liable under applicable mandatory product liability laws or in cases of intent or gross negligence on the part of the Warrantor.
7. This Limited Warranty shall be governed by and construed in accordance with the laws of Germany irrespective of its choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Limited Warranty or any aspect of any dispute arising there from. REC hereby irrevocably submits to the jurisdiction of the courts of Germany for the determination of any disputes arising under this Limited Warranty.

IV. Warranty Claim Procedure

Claims under this Limited Warranty must be made by notifying the authorized distributor or seller where the Product was first purchased. A claim may be registered at:

www.recgroup.com/claims

Contact details for REC global distribution partners can be found at:

www.recgroup.com/distributors

Once a claim has been submitted, it will be handled by the REC Regional Office, details of which can be found at:

www.recgroup.com/contact

For a warranty claim to be processed, proof of the original purchase of the Product and any subsequent sales including transfer of this Warranty need to accompany the claim. The claim must include a description of the alleged defect(s) as well as the Product's serial number(s). Prior to returning any Products or components to REC, an RMA (Return Merchandise Authorization) number is required, which may be obtained by contacting REC via the aforesaid address.

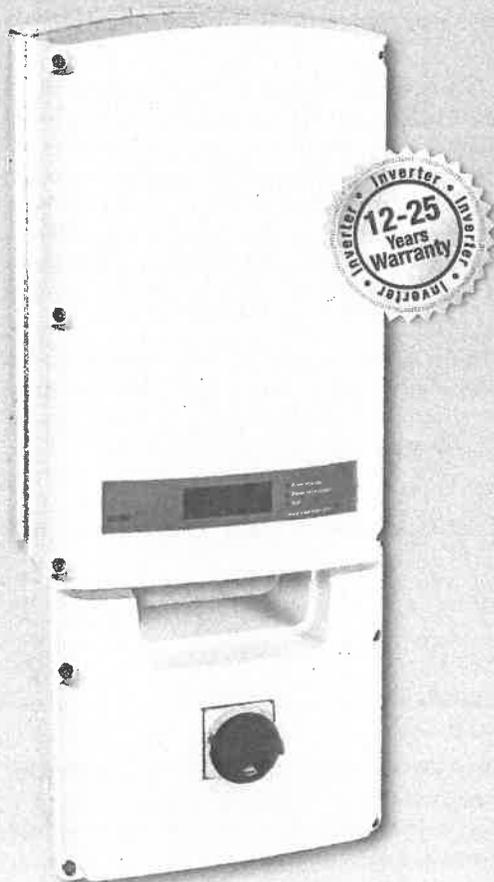
This warranty is valid for Products delivered to REC customers on or after October 1, 2018.



SolarEdge Three Phase Inverters for the 208V Grid for North America

SE9KUS / SE14.4KUS

INVERTERS



The best choice for SolarEdge enabled systems

- Integrated arc fault protection for NEC 2011 690.11
- Rapid shutdown for NEC 2014 690.12
- Outdoor and indoor installation
- Built-in module-level monitoring
- Internet connection through Ethernet or Wireless
- Small, lightweight and easy to install on provided bracket
- Fixed voltage inverter, DC/AC conversion only
- Integrated Safety Switch



Three Phase Inverters for the 208V Grid for North America SE9KUS / SE14.4KUS⁽¹⁾

| | SE9KUS | SE14.4KUS | |
|---|--|---|-----|
| OUTPUT | | | |
| Rated AC Power Output | 9000 | 14400 | VA |
| Maximum AC Power Output | 9000 | 14400 | VA |
| AC Output Line Connections | 4-wire WYE (L1-L2-L3-N) plus PE or 3 wire Delta | | |
| AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-N) | 105-120-132.5 | | Vac |
| AC Output Voltage Minimum-Nominal-Maximum ⁽²⁾ (L-L) | 183-208-229 | | Vac |
| AC Frequency Min-Nom-Max ⁽²⁾ | 59.3 - 60 - 60.5 | | Hz |
| Max. Continuous Output Current (per Phase) | 25 | 40 | A |
| GFDI Threshold | 1 | | A |
| Utility Monitoring, Islanding Protection, Country Configurable Set Points | Yes | | |
| INPUT | | | |
| Maximum DC Power (Module STC) Transformer-less, Ungrounded | 12150 | 19400 | W |
| Maximum Input Voltage DC to Gnd | 250 | 300 | Vdc |
| Maximum Input Voltage DC+ to DC- | 500 | 600 | Vdc |
| Nominal Input Voltage DC to Gnd | 200 | | Vdc |
| Nominal Input Voltage DC+ to DC- | 400 | | Vdc |
| Maximum Input Current | 26.5 | 38 | Adc |
| Max. Input Short Circuit Current | 45 | | Adc |
| Reverse-Polarity Protection | Yes | | |
| Ground-Fault Isolation Detection | 1MΩ Sensitivity | | |
| CEC Weighted Efficiency | 96.5 | 97 | % |
| Night-time Power Consumption | < 3 | < 4 | W |
| ADDITIONAL FEATURES | | | |
| Supported Communication Interfaces | RS485, Ethernet, ZigBee (optional) | | |
| Rapid Shutdown – NEC 2014 690.12 | With installation of rapid shutdown kit ⁽³⁾ | | |
| STANDARD COMPLIANCE | | | |
| Safety | UL1741, UL1699B, UL1998, CSA 22.2 | | |
| Grid Connection Standards | IEEE1547 | | |
| Emissions | FCC part15 class B | | |
| INSTALLATION SPECIFICATIONS | | | |
| AC output conduit size / AWG range | 3/4" minimum / 12-6 AWG | | |
| DC input conduit size / AWG range | 3/4" minimum / 12-6 AWG | | |
| Number of DC inputs | 2 pairs | 3 pairs (with fuses on plus & minus) ⁽⁴⁾ | |
| Dimensions (HxWxD) | 21 x 12.5 x 10.5 / 540 x 315 x 260 | | |
| Dimensions with Safety Switch (HxWxD) | 30.5 x 12.5 x 10.5 / 775 x 315 x 260 | | |
| Weight | 73.2 / 33.2 | 99.5 / 45 | |
| Weight with Safety Switch | 79.7 / 36.2 | 106 / 48 | |
| Cooling | Fans (user replaceable) | | |
| Noise | < 50 | < 55 | dBA |
| Operating Temperature Range | -40 to +140 / -40 to +60 | | |
| Protection Rating | NEMA 3R | | |

⁽¹⁾ For 277/480V Inverters refer to: <http://www.solaredge.com/files/pdfs/products/inverters/se-three-phase-us-inverter-datasheet.pdf>

⁽²⁾ For other regional settings please contact SolarEdge support.

⁽³⁾ Rapid shutdown kit P/N: contact SolarEdge.

⁽⁴⁾ Field replacement kit for 1 pair of Inputs P/N: DCD-3PH-1TBK.

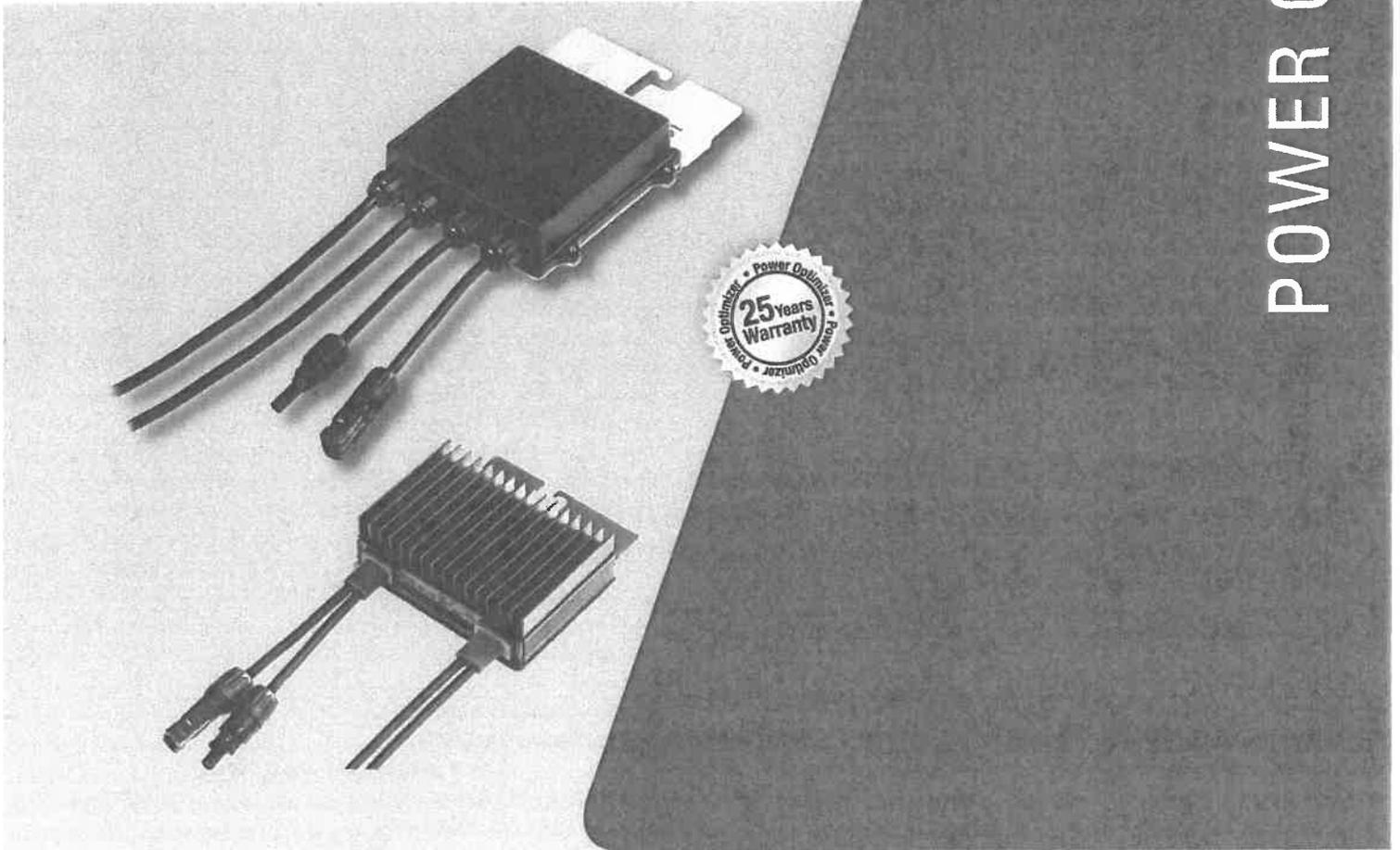


RoHS

solaredge

SolarEdge Power Optimizer

Module Add-On for Commercial Installations
for North America P600 / P700



POWER OPTIMIZER

PV power optimization at the module-level

The most cost effective solution for commercial and large field installations

- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Use with two PV modules connected in series

USA - GERMANY - ITALY - FRANCE - JAPAN - CHINA - ISRAEL - AUSTRALIA

www.solaredge.us



SolarEdge Power Optimizer Module Add-On

For Commercial Installations for North America P600 / P700

| | P600 (for 2 x 60-cell PV modules) | P700 (for 2 x 72-cell PV modules) | |
|---|--|---|---------|
| INPUT | | | |
| Rated Input DC Power ⁽¹⁾ | 600 | 700 | W |
| Absolute Maximum Input Voltage (Voc at lowest temperature) | 96 | 125 | Vdc |
| MPPT Operating Range | 12.5 - 80 | 12.5 - 105 | Vdc |
| Maximum Short Circuit Current (Isc) | | 10 | Adc |
| Maximum DC Input Current | | 12.5 | Adc |
| Maximum Efficiency | | 99.5 | % |
| Weighted Efficiency | | 98.6 | % |
| Overvoltage Category | | II | |
| OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER) | | | |
| Maximum Output Current | | 15 | Adc |
| Maximum Output Voltage | | 85 | Vdc |
| OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF) | | | |
| Safety Output Voltage per Power Optimizer | | 1 | Vdc |
| STANDARD COMPLIANCE | | | |
| EMC | FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3 | | |
| Safety | IEC62109-1 (class II safety), UL1741 | | |
| RoHS | Yes | | |
| INSTALLATION SPECIFICATIONS | | | |
| Compatible SolarEdge Inverters | Three phase inverters | | Vdc |
| Maximum Allowed System Voltage | 1000 | | |
| Dimensions (W x L x H) | Pxxx-2 series | 143 x 210 x 45 / 5.63 x 8.26 x 1.75 | mm / in |
| | Pxxx-5 series | 128 x 152 x 43 / 5 x 5.97 x 1.69 128 x 152 x 48 / 5 x 5.97 x 1.89 | mm / in |
| Weight (including cables) | Pxxx-2 series | 1100 / 2.4 | gr / lb |
| | Pxxx-5 series | 930 / 2.05 | gr / lb |
| Input Connector | MC4 Compatible | | |
| Output Wire Type / Connector | Double Insulated; MC4 Compatible | | |
| Output Wire Length | 1.8 / 5.9 | 2.1 / 6.9 | m / ft |
| Operating Temperature Range ⁽²⁾ | -40 - +85 / -40 - +185 | | °C / °F |
| Protection Rating | Pxxx-2 series | IP65 / NEMA4 | |
| | Pxxx-5 series | IP68 / NEMA6P | |
| Relative Humidity | 0 - 100 | | % |

⁽¹⁾ Rated combined STC power of 2 modules connected in series. Module of up to +5% power tolerance allowed.

⁽²⁾ For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details.

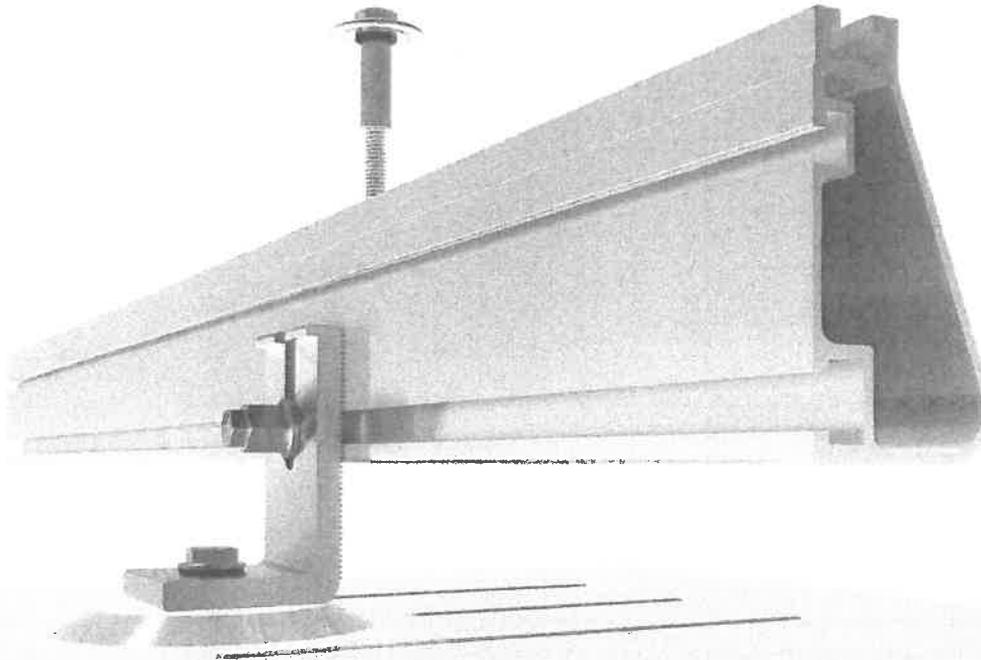
| PV SYSTEM DESIGN USING A SOLAREEDGE INVERTER ⁽³⁾⁽⁴⁾ | | THREE PHASE 208V | THREE PHASE 480V |
|--|------------------|----------------------------|------------------|
| Compatible Power Optimizers | | P600 & P700 ⁽⁵⁾ | P600 & P700 |
| Minimum String Length | Power Optimizers | 8 | 13 |
| | PV Modules | 16 | 26 |
| Maximum String Length | Power Optimizers | 30 | 30 |
| | PV Modules | 60 | 60 |
| Maximum Power per String | | 6000 | 12750 |
| Parallel Strings of Different Lengths or Orientations | | Yes | |

⁽³⁾ P600 and P700 can be mixed in one string. It is not allowed to mix P600/P700 with P300/P400 in one string.

⁽⁴⁾ In a case of odd number of PV Modules in one string it is allowed to install one P600/P700 power optimizer connected to one PV Module.

⁽⁵⁾ P700 design with three phase 208V inverters is limited. Use the SolarEdge Site Designer for verification.





Built for solar's toughest roofs.

IronRidge builds the strongest mounting system for pitched roofs in solar. Every component has been tested to the limit and proven in extreme environments.

Our rigorous approach has led to unique structural features, such as curved rails and reinforced flashings, and is also why our products are fully certified, code compliant and backed by a 20-year warranty.



Strength Tested

All components evaluated for superior structural performance.



PE Certified

Pre-stamped engineering letters available in most states.



Class A Fire Rating

Certified to maintain the fire resistance rating of the existing roof.



Design Assistant

Online software makes it simple to create, share, and price projects.



UL 2703 Listed System

Meets newest effective UL 2703 standard.



20-Year Warranty

Twice the protection offered by competitors.

XR Rails

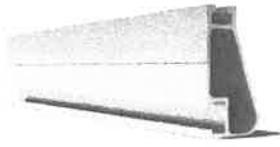
XR10 Rail



A low-profile mounting rail for regions with light snow.

- 6' spanning capability
- Moderate load capability
- Clear & black anod. finish

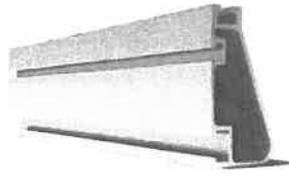
XR100 Rail



The ultimate residential solar mounting rail.

- 8' spanning capability
- Heavy load capability
- Clear & black anod. finish

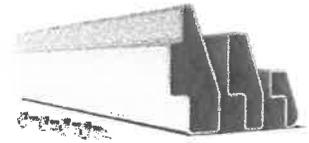
XR1000 Rail



A heavyweight mounting rail for commercial projects.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish

Bonded Splices

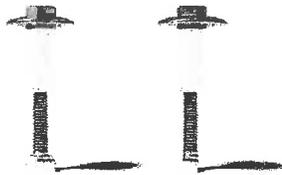


All rails use internal splices for seamless connections.

- Self-drilling screws
- Varying versions for rails
- Forms secure bonding

Clamps & Grounding

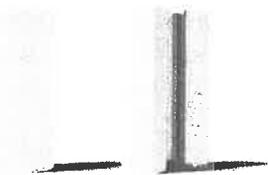
UFOs



Universal Fastening Objects bond modules to rails.

- Fully assembled & lubed
- Single, universal size
- Clear & black finish

Stopper Sleeves



Snap onto the UFO to turn into a bonded end clamp.

- Bonds modules to rails
- 6 different sizes
- Clear & black anod. finish

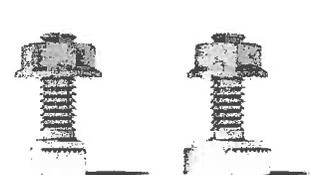
Grounding Lugs



Connects array to equipment ground.

- Low profile
- Single tool installation
- Mounts in any direction

Microinverter Kit

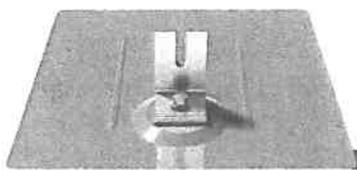


Mount MIs or POs to XR Rails.

- Bonds devices to rails
- Kit comes assembled
- Listed to UL 2703

Attachments

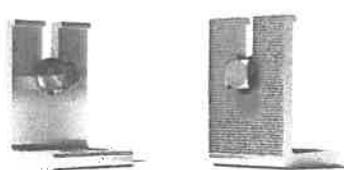
FlashFoot



Anchor, flash, and mount with all-in-one attachments.

- Ships with all hardware
- IBC & IRC compliant
- Certified with XR Rails

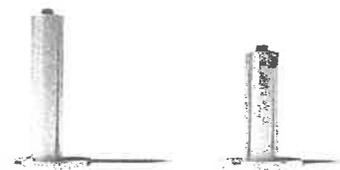
Bonded L-Feet



Drop-in design for rapid rail attachment.

- Bonding hardware included
- Forms secure rail connection
- Clear & black anod. finish

Standoffs



Raise Flush Mount System to various heights.

- Works with vent flashing
- Ships assembled
- 4" and 7" Lengths

Resources



Design Assistant

Go from rough layout to fully engineered system. For free. Go to IronRidge.com/design



NABCEP Certified Training

Earn free continuing education credits, while learning more about our systems. Go to IronRidge.com/training

2018 ReVision Energy Operations & Maintenance Services

While solar is typically a low-maintenance technology, an operations and maintenance service package for your solar energy system can offer added security to protect the quality and longevity of your clean energy investment. ReVision Energy now offers four different tiers of O&M Service packages to suit the specific O&M needs of our clients.

Service Package Options

| Service Item | Bronze | Silver | Gold | Platinum ¹ |
|-----------------------------------|--------|--------|------|-----------------------|
| Annual Mechanical Site Inspection | x | x | x | x |
| Annual Production Report | x | x | x | x |
| Alarm Monitoring | x | x | x | x |
| Monthly Monitoring | x | x | x | x |
| Remote Troubleshooting | X | x | x | x |
| Thermal Imaging Inspection | | x | x | x |
| Weekly Production Monitoring | | | x | x |
| Annual Electrical Site Inspection | | | x | x |
| Guaranteed Response Time | | | x | x |
| Daily Production Monitoring | | | | x |
| Unscheduled Site Visit | | | | x |

Service Package Pricing

The fee structure is designed as a combination of flat annual fee, plus a per-kW fee to best capture the fixed and variable costs associated with each service package option.

| Fee Type | Bronze | Silver | Gold | Platinum |
|-----------------|--------|--------|---------|----------|
| Flat Annual Fee | \$450 | \$750 | \$1,000 | \$1,800 |
| Per kW Fee | \$4.00 | \$4.50 | \$6.00 | \$7.50 |

Example Scenarios

- The owner of a 50 kW solar project who selects the Bronze package would pay an annual O&M fee of : $\$450 + (50 \text{ kW} \times \$4.00/\text{kW}) = \$650$.
- The owner of a 100 kW solar project who selects the Silver package would pay an annual O&M fee of: $\$750 + (100 \text{ kW} \times \$4.50/\text{kW}) = \$1,200$.
- The owner of a 250 kW solar project who selects the Gold package would pay an annual O&M fee of: $\$1,000 + (250 \text{ kW} \times \$6.00/\text{kW}) = \$2,500$.
- The owner of a 1 MW solar project who selects the Platinum package would pay an annual O&M fee of: $\$1,800 + (1,000 \text{ kW} \times \$7.50/\text{kW}) = \$9,300$.

¹ Performance guarantees also available upon request. Pricing will be determined on a case by case basis.



Minimum System Requirements

For ReVision to effectively perform the level of service required of the various O&M service package levels, certain minimum system technical requirements apply.

| Requirement | Bronze | Silver | Gold | Platinum |
|---------------------------|--------|--------|------|----------|
| Retro Commissioning | x | x | x | x |
| Helioscope | x | x | x | x |
| Web-Based Monitoring | | x | x | x |
| Inverter-Level Monitoring | | x | x | x |
| Error-Reporting Setup | | x | x | x |

If you are interested in signing up for one of ReVision Energy’s O&M Service packages, please contact your local System Design Specialist today to learn more.

Definitions

Service Items

- Annual Mechanical Inspection: Perform annual inspection including items specified in pages 1-7 of the attached Annual Inspection Form.
- Annual Production Report: Provide an annual report per that attached sample detailing inspection results and system performance versus projections.
- Alarm Monitoring: Set alarms at commissioning or retro-commissioning that measures inverter vs. inverter performance and/or performance of system versus helioscope projections. Monitors alerts and clears alerts as not requiring further investigation, or escalates to client to deploy a technician to the site or to determine next steps.
- Monthly Production Monitoring: Analyzes generation data against helioscope projections, calculates discrepancies between actual and projected generation, clears discrepancies as not requiring further investigation, or escalates to client to deploy a technician to the site or to determine next steps.
- Remote Troubleshooting: Troubleshoots generation issues arising from alarm, monthly, weekly or daily monitoring. Clears alerts as not requiring further investigation, resolves issue remotely, or escalates to client to deploy a technician to the site or determine next steps.
- Thermal Imaging Inspection: Perform annual inspection including items specified in pages 1-7, 16-19 of the attached Annual Inspection Form.
- Weekly Production Monitoring: Analyzes generation data against helioscope projections, calculates discrepancies between actual and projected generation, clears discrepancies as not requiring further investigation, or escalates to client to deploy a technician to the site or to determine next steps.

- Annual Electrical Site Inspection: Perform annual inspection including items specified in pages 1-19 of the attached Annual Inspection Form.
- Guaranteed Response Time: Guarantees response time to either troubleshoot and resolve generation issue remotely, or deploy a technician to the site to identify and determine recommended corrective action to generation issue. Guaranteed response time varies with issue severity per the attached list.
- Daily Production Monitoring: Analyzes generation data against helioscope projections, calculates discrepancies between actual and projected generation, clears discrepancies as not requiring further investigation, or escalates to client to deploy a technician to the site or to determine next steps.
- Unscheduled Site Visit: Performs site visit outside of the annual site inspection, identifies issue and proposes solution.

Minimum System Requirements

- Retro-Commissioning: System must be installed and commissioned by ReVision, otherwise ReVision must perform a site walkthrough and complete the attached Commissioning Report. This may result in the need for corrective action to existing issues before we are able to offer our O&M services package.
- Helioscope: System must include an existing energy production modeling analysis to be reviewed and approved by ReVision Energy, otherwise ReVision will complete it own.
- Web-Based Monitoring: System must include web-enabled data acquisition system for ReVision to access and review.
- Inverter-Level Monitoring: System must include data acquisition system capable of monitoring system performance at the inverter level.
- Error-Reporting Setup: System must include data acquisition system capable of error-reporting setup including inverter to inverter production comparison, programming of energy production modeling data points, etc.

RESILIENT BUILDINGS

— GROUP —

Superior energy performance

We are delighted to provide the following

Agreement

Date of Contract: January 28, 2019

Client Name: Zach Luse

Project Name: Paragon Digital Energy Consulting

Project Address: 34 Court St, Keene, NH 03431

Billing Address: same as above

Anticipated Start Date: February 5, 2019

Contact Person: Zach Luse

Phone Number: 603-399-6401

Email Address:
zach@paragondigital.com

Project Number: TBD 19.007

Fee

Resilient Buildings Group, Inc. ("RBG") will perform the Services under the Terms and Conditions described on the following pages of this Agreement, at its standard rate \$100/hour rate for professional services.

RBG will perform the Services as outlined in this Agreement for a Flat Fee of \$3,900.00

Eversource to pay \$1,950.00

Paragon Digital to pay \$1,950.00

Client shall pay subsequent monthly invoices within thirty days upon receipt of each invoice. Travel and mileage that goes beyond the Scope of Services as outlined on Page 2 of this Agreement, shall be charged at the current Federal Rate, subject to change. Invoices unpaid at the 30-day period shall be considered overdue and charged 1 ½% interest per month. Should any additional services or expenses that are outside the scope of this Agreement be required, a new Agreement shall be agreed upon.

Term and Agreement

The term of the Services covered by this Agreement shall commence on the date hereof and shall continue until these Services are completed, but shall not exceed twelve (12) months unless Agreement is renegotiated. The contract fee is guaranteed for 90 days from the Date of Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective authorized representatives as of the date first written above.

PARAGON DIGITAL

RESILIENT BUILDINGS GROUP, INC.

By:  Date: 1/30/2019

By:  Date: 1/30/19

Its: Founder, Paragon Digital Marketing

Its: President

Scope of Services:

Paragon Digital ("Client") and Resilient Buildings Group, Inc. ("RBG") hereby agree that RBG will complete a Level II Energy Audit, described below, (collectively, the "Services").

Energy Consulting of Proposed Paragon Digital Office Building

Description of Objectives and Data Collection

- Identify key client team members
- Define client's goals and objectives (including future facility alterations/expansions)
- Collect client data (provided by client)
- Collect drawings and specifications of existing site
- Obtain existing and future equipment specifications and cut sheets
- Collect other operational data as needed
- Identify existing or past maintenance agreements

Assessment of Facilities

- Travel to facility (one round trip included in Flat Fee)
- Model existing facility with software program. Modeling will be used to determine current energy use of the building as there is no history of energy usage available
- Survey facilities, equipment, and site
- Analyze and identify weaknesses and failures in existing system
- Analyze potential Energy Efficiency Measures (EEMs). This will be using Owner's proposed upgrades and additional EEMs that RBG may suggest. This includes envelope, lighting, HVAC, and proposed solar PV system
- Analyze building shell (infrared camera analysis and blower door testing - if warranted)
- List and describe equipment
- Calculate energy savings and capital cost for measures

Develop analysis of Owner's proposed renovation

- Model building with proposed upgrades to show savings and to determine heat load for sizing of proposed Air Source Heat Pump Systems.
- Make suggestions with additional EEMs
- Incorporate institutional expertise about other energy projects
- Sort alternatives by probable highest and best
- Estimate energy savings, cost savings
- Estimate capital cost of each alternative
- List alternatives by priority based on results with cascaded savings
- Correlate findings and create report
- Discuss results with Client via phone or meeting
- Provide two (2) hard copies of report and one (1) electronic report
- Report is to meet the needs of Community Development Finance Authority's Loan Fund
- Assist Owner with rebate applications

Terms and Conditions

THESE TERMS and CONDITIONS are part of this CONSULTING AGREEMENT (Agreement) between Resilient Buildings Group, Inc. ("RBG") with their principal office and place of business at 6 Dixon Avenue, Concord, New Hampshire 03301, and Paragon Digital ("Client") with offices and location at 34 Court St, Keene, NH 03431. The parties hereto hereby agree as follows:

1. Description of Services.

RBG shall perform for Client the services in connection with the Project described hereto and made a part hereof the ("Services").

2. Fee.

Client shall pay RBG for the Services performed for the fee described hereto (the "Fee" or "Fees"). Payment of any income or other taxes which may be due upon RBG's compensation from Client shall be RBG's responsibility, and Client shall not withhold any amounts from RBG's compensation for this purpose.

3. Expenses.

Client shall pay RBG for Expenses as described in Scope of Services.

4. Term.

This Agreement is effective as of the date hereof and shall continue for an additional period described hereto unless earlier terminated pursuant to Section 13 hereof.

5. Ownership.

RBG represents and warrants to Client that all work and research done by RBG in connection with the Services is RBG's original work. Client shall have all right, title and interest in the results of the Services, such assignment to be effective upon Client's payment to RBG of the Fees due to RBG pursuant to Section 2 hereof.

RBG maintains all rights to project management methodologies, copyright ownership and rights, and other intellectual property rights resulting from this Agreement and any business processes previously developed by RBG that are required to support the Services, unless identified as and acknowledged to be the work of a third party.

6. Confidentiality.

RBG shall regard as confidential and proprietary (i) all information communicated to it by Client in connection with this Agreement (which information shall at all times be the property of Client), and (ii) all third party confidential information which has been provided in confidence to Client and which is disclosed to RBG on a need-to-know basis solely for the benefit of Client (such information is hereinafter collectively referred to as "Information"). RBG shall not, without Client's prior written consent, at any time (a) use the Information for any purpose other than in connection with its performance of the Services for the benefit of Client or (b) disclose any portion of the Information to third parties. RBG shall promptly upon the termination of this Agreement return to Client all Information which is in written or tangible form (including, without limitation, all copies, summaries and notes of the contents thereof),

regardless of the party causing the same to be in such form. RBG shall promptly upon the termination of this Agreement return to Client all information which is in written or tangible form (including, without limitation, all copies, summaries and notes of the contents thereof), regardless of the party causing the same to be in such form.

For purposes of this Agreement, Information shall not mean Information previously known to RBG, or Information provided by a third party not bound by this Agreement, or Information which otherwise becomes known to RBG through no unlawful act, or Information that RBG independently develops outside of the work being performed under this Agreement; nor shall the disclosure of Information be prohibited, to the extent that the Information is required to be disclosed by law or regulatory authority.

7. Force Majeure.

If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident, terrorist acts or other acts of God, then upon written notice to the other party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability. During such period, the party not prevented from complying as aforesaid may seek to have its needs (which would otherwise be met hereunder) met by or through third parties without liability hereunder. The party prevented from complying shall make all reasonable efforts to remove such disability within thirty (30) days of giving such notice.

8. Limitation on Liability.

IN NO EVENT SHALL RBG BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND / OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. CLIENT UNDERSTANDS AND AGREES THAT ANY LIABILITY OF RBG REGARDING THE SERVICES SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RBG IN CONNECTION WITH THE SERVICES.

9. RBG's Warranties; Disclaimer.

RBG represents and warrants to Client, and agrees that RBG has and will have full power and authority to enter into, and fully to perform this Agreement, and that no agreement or understanding with any other person, firm, or corporation exists or will exist which would interfere with RBG's obligations hereunder. RBG further represents and warrants that the disclosure to Client of any information by RBG in connection with the Services does not contravene any confidentiality obligation RBG may have to any third party. RBG's role is to review and advise.

EXCEPT AS EXPRESSLY STATED HEREIN ABOVE, RBG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY OR ACCURACY OF THE SERVICES.

Terms and Conditions, continued

10. Notices.

Any notice given hereunder shall be in writing and delivered in person or mailed by certified or registered mail, postage prepaid, addressed to the appropriate party as set forth in the preamble hereof. Either party may change its address to receive notice by giving written notice of such change to the other party.

11. Independent Contractor.

This Agreement shall not give rise to a partnership, agency or other relationship between the parties, except as otherwise provided herein. All activities by RBG under the terms of this Agreement shall be carried on by RBG as an independent contractor and not as an agent for or employee of Client.

12. Assignment.

RBG acknowledges that the Services to be provided to Client are unique and personal. Accordingly, RBG may not assign any of its rights or delegate any of its duties or obligations under this Agreement to another party without the prior consent of Client. This Agreement shall inure to the benefit of their respective successors, assigns and affiliates.

13. Termination.

(a) Either party may immediately terminate this Agreement if a Default (as defined below) by the other party has occurred and is continuing by giving written notice thereof to the defaulting party. Except as otherwise specifically provided herein, the termination of this Agreement shall not relieve the parties of any obligation accruing with respect to this Agreement prior to such termination. The term "Default" shall mean any of the following events:

- (1) failure by a party to comply with or to perform in all material respects any provision of this Agreement and continuance of such failure for ten (10) days after notice thereof to such party; or
- (2) any warranty or representation made by a party in this Agreement is breached or is false or misleading in any material respect.

(b) Should in the opinion of Client, the Services of RBG no longer be required, as a result of Client's canceling the Project due to not being able to raise sufficient funds to complete the Project, Client may terminate or suspend this Agreement by giving thirty (30) days prior written notice to RBG. Upon such notification that Client wishes to terminate or suspend the Services, RBG will limit further work on the Project to only that required to appropriately organize and store files, data and communications for the purpose of closing out or temporarily suspending the Project at the time of notification. Should such termination occur, RBG shall provide Client with a final invoice for incurred fees up to the date of completion, not to exceed the value of the total contract as defined hereto.

14. Indemnification.

RBG shall indemnify Client from and against any damages, claims, or expenses arising out of RBG's breach of this Agreement or from RBG's acts or omissions outside the scope of this Agreement. Client shall indemnify RBG from and against any damages, claims or expenses

arising out of Client's breach of this Agreement or arising out of claims or actions by third parties against RBG by virtue of its performance of this Agreement.

15. Merger; Amendment.

This Agreement, constitutes the entire agreement and understanding between the parties regarding the subject matter hereof, and merges all prior discussions, proposals, and agreements between them relating thereto. No waiver, modification or amendment to this Agreement shall be valid unless in writing and signed by the parties hereto.

16. No Waiver.

No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

17. Publicity.

Subject to the prior approval of the other party, which approval shall not be unreasonably withheld, either party may make the outcomes of this Agreement and the relationship of the parties hereunder public via press releases, seminars, case studies, web sites, or through other media. Upon request by Client, RBG will anonymize such publicity by removing owner name, project name, or location.

18. Headings.

Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

19. Governing Law; Severability; Etc.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

20. Regulated or Hazardous Materials.

RBG shall not be liable for the identification, detection, abatement, encapsulation, storage, removal, or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to, asbestos, lead, mold, certain refrigerants, and oils. RBG shall be alerted to hazardous materials such as asbestos, lead paint, or mold that are known to the building owner prior to commencement of work. If any such products or materials are encountered during the course of work, RBG can discontinue work until regulated or hazardous materials have been removed or hazard or liability is eliminated. RBG shall receive an extension equal to the time of delay to complete the work.

Luse-Paragon Digital 2019.01.10

Quote #: 5DLSSQT

A Proposal for Window and Door Products prepared for:

Shipping Address:

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

MARVIN DESIGN GALLERY

By Windows & Doors By Brownell
DAVE LEVASSEUR
WINDOWS & DOORS BY
BROWNEL-WLEBA
800 MARSHALL AVE STE 50
WILLISTON, VT 05495-8937
Phone: (802) 862-4800

Email: davidl@bensonwood.com

This report was generated on 1/10/2019 2:01:59 PM using the Marvin Order Management System, version 0002.24.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

Featuring products from:



UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

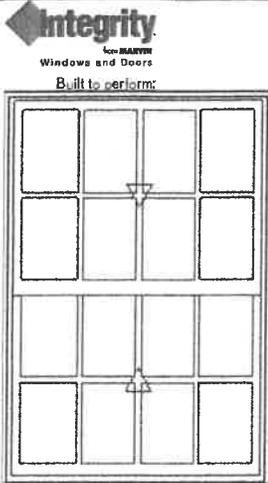
Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

| NUMBER OF LINES: 3 | | TOTAL UNIT QTY: 15 | | EXT NET PRICE: USD | | 10,898.67 |
|--------------------|-----------|--------------------|---|--------------------|-----|--------------------|
| LINE | MARK UNIT | BRAND | ITEM | NET PRICE | QTY | EXTENDED NET PRICE |
| 1 | 1 | Integrity | Wood-Ultrex Traditional Double Hung CN 4260 RO 42 1/2" X 60 1/4" Entered as CN 4260 | 747.17 | 11 | 8,218.87 |
| 2 | 4 | Integrity | Wood-Ultrex Traditional Double Hung CN 3460 RO 34 1/2" X 60 1/4" Entered as CN 3460 | 633.66 | 3 | 1,900.98 |
| 3 | 2 | Integrity | Wood-Ultrex Integrity Assembly RO 39" X 39 5/8" Entered as Size by Units | 778.82 | 1 | 778.82 |

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

| | | | |
|---------|--------------|-----------------|----------|
| Line #1 | Mark Unit: 1 | Net Price: | 747.17 |
| Qty: 11 | | Ext. Net Price: | 8,218.87 |
| | | USD | |

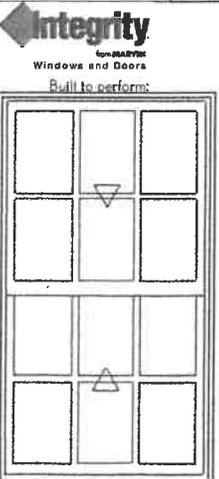


As Viewed From The Exterior

Entered As: CN
 CN 4260
 FS 41 1/2" X 59 3/4"
 RO 42 1/2" X 60 1/4"
Egress Information
 Width: 38 3/8" Height: 24 31/32"
 Net Clear Opening: 6.65 SqFt
Performance Information
 U-Factor: 0.28
 Solar Heat Gain Coefficient: 0.28
 Visible Light Transmittance: 0.48
 Condensation Resistance: 56
 CPD Number: MAR-N-272-00944-00001
 ENERGY STAR: NC

Bronze Exterior
 White Interior 41.28
 Integrity Traditional Double Hung 416.24
 Wood-Ultrex
 CN 4260
 Rough Opening 42 1/2" X 60 1/4"
 Top Sash
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless 134.85
 Rectangular - Standard Cut 4W2H
 Bronze Ext - White Int
 Bottom Sash
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless 134.85
 Rectangular - Standard Cut 4W2H
 Bronze Ext - White Int
 White Interior Weather Strip Package
 White Sash Lock
 Exterior Aluminum Screen 19.95
 Bronze Surround
 Charcoal Fiberglass Mesh
 4 9/16" Jamb
 Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

| | | | |
|---------|--------------|-----------------|----------|
| Line #2 | Mark Unit: 4 | Net Price: | 633.66 |
| Qty: 3 | | Ext. Net Price: | 1,900.98 |
| | | USD | |



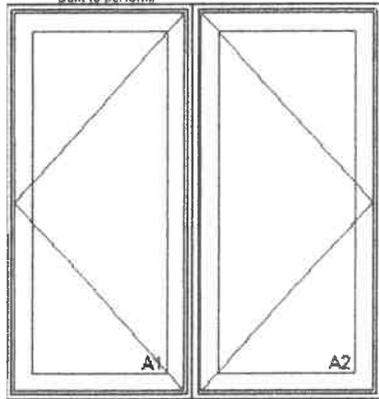
As Viewed From The Exterior

Bronze Exterior
 White Interior 41.28
 Integrity Traditional Double Hung 371.52
 Wood-Ultrex
 CN 3460
 Rough Opening 34 1/2" X 60 1/4"
 Top Sash
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless 101.14
 Rectangular - Standard Cut 3W2H
 Bronze Ext - White Int
 Bottom Sash
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless 101.14
 Rectangular - Standard Cut 3W2H
 Bronze Ext - White Int
 White Interior Weather Strip Package
 White Sash Lock

Entered As: CN
 CN 3460
 FS 33 1/2" X 59 3/4"
 RO 34 1/2" X 60 1/4"
Egress Information
 Width: 30 3/8" Height: 24 31/32"
 Net Clear Opening: 5.27 SqFt
Performance Information
 U-Factor: 0.28
 Solar Heat Gain Coefficient: 0.28
 Visible Light Transmittance: 0.48
 Condensation Resistance: 56
 CPD Number: MAR-N-272-00944-00001
 ENERGY STAR: NC

Exterior Aluminum Screen 18.58
 Bronze Surround
 Charcoal Fiberglass Mesh
 4 9/16" Jambs
 Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the
 OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

| | | | | |
|---------|--------------|-----------------|-----|--------|
| Line #3 | Mark Unit: 2 | Net Price: | | 778.82 |
| Qty: 1 | | Ext. Net Price: | USD | 778.82 |



As Viewed From The Exterior

Entered As: Size by Units
 FS 38" X 39 1/8"
 RO 39" X 39 5/8"
Egress Information A1, A2
 Width: 10 15/64" Height: 34 23/32"
 Net Clear Opening: 2.47 SqFt
Performance Information A1, A2
 U-Factor: 0.27
 Solar Heat Gain Coefficient: 0.3
 Visible Light Transmittance: 0.51
 Condensation Resistance: 59
 CPD Number: MAR-N-250-00722-00001
 ENERGY STAR: N, NC

Bronze Exterior
 White Interior 82.56
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 39" X 39 5/8"
 Unit: A1 329.55
 Integrity Casement - Left Hand
 Wood-Ultrex
 Basic Frame 19" X Call Number 39
 Rough Opening 20" X 39 5/8"
 IG - 1 Lite
 Low E2 w/Argon
 Stainless Perimeter Bar
 White Folding Handle
 Interior Aluminum Screen 18.58
 Charcoal Fiberglass Mesh
 White Surround
 Unit: A2 329.55
 Integrity Casement - Right Hand
 Wood-Ultrex
 Basic Frame 19" X Call Number 39
 Rough Opening 20" X 39 5/8"
 IG - 1 Lite
 Low E2 w/Argon
 Stainless Perimeter Bar
 White Folding Handle
 Interior Aluminum Screen 18.58
 Charcoal Fiberglass Mesh
 White Surround
 4 9/16" Jambs
 Nailing Fin
 ***Note: Unit Availability and Price is Subject to Change

| | |
|---------------------------------|----------------------|
| Project Subtotal Net Price: USD | 10,898.67 |
| 0.000% Sales Tax: USD | 0.00 |
| Project Total Net Price: USD | 10,898.67 |

2019 5% pricing increase = \$ 653.92

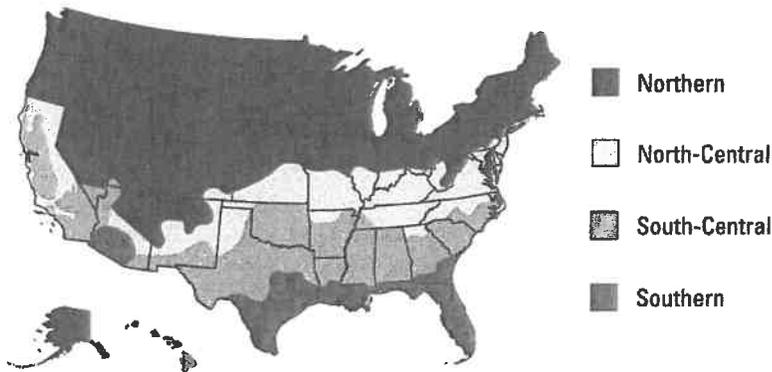
Product and Performance Information

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.

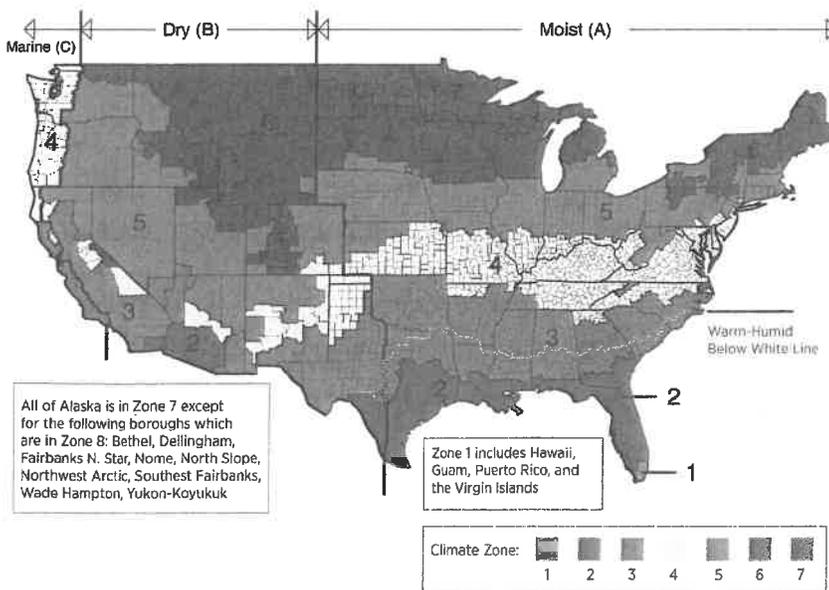
The National Fenestration Rating Council (NFRC) has developed and operates a uniform national rating system for the energy performance of fenestration products, including windows and doors. For additional information regarding this rating system, see www.nfrc.org.

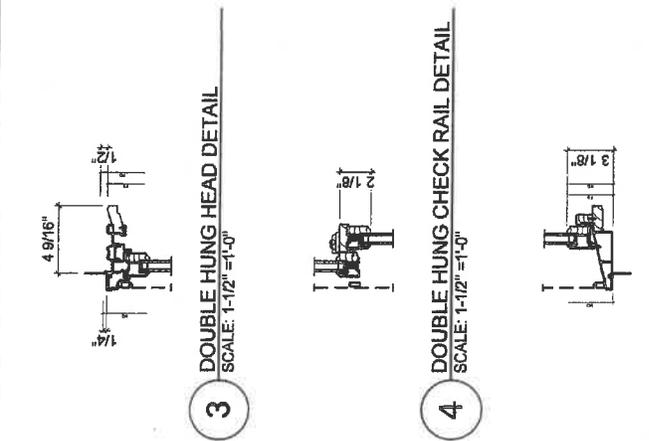
NFRC energy values and ratings may change over time due to ongoing product changes, updated test results or requirements.

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

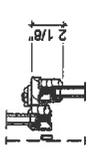


International Energy Conservation Code (IECC) Climate Regions

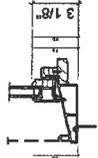




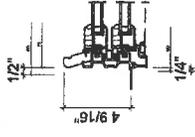
3 DOUBLE HUNG HEAD DETAIL
SCALE: 1-1/2" = 1'-0"



4 DOUBLE HUNG CHECK RAIL DETAIL
SCALE: 1-1/2" = 1'-0"



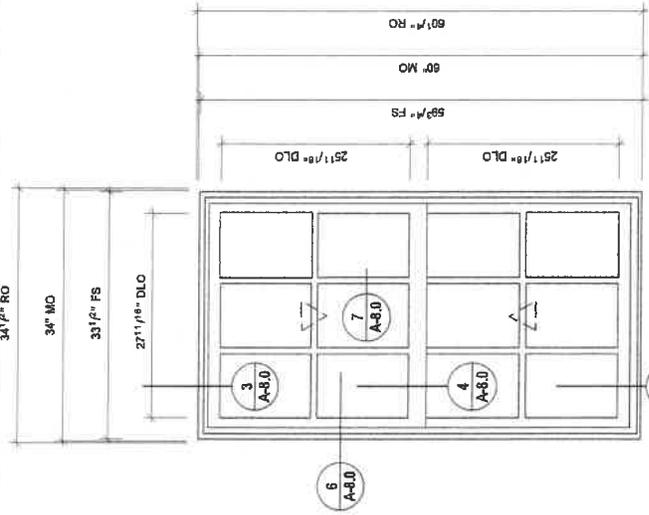
5 DOUBLE HUNG SILL DETAIL
SCALE: 1-1/2" = 1'-0"



6 DOUBLE HUNG JAMB DETAIL
SCALE: 1-1/2" = 1'-0"

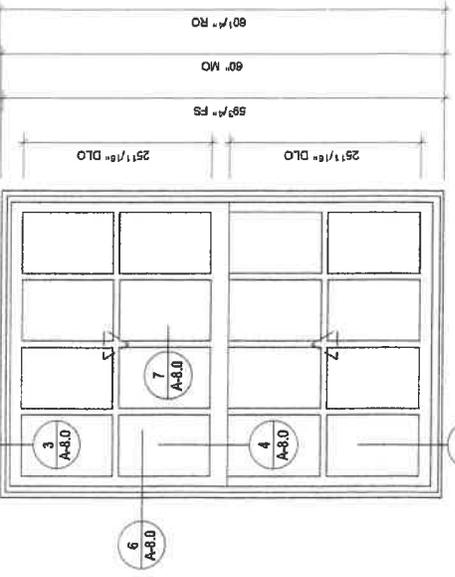


7 DOUBLE HUNG DIVIDED LITE DETAIL
SCALE: 1-1/2" = 1'-0"



1 #1 - ITDH 4260
SCALE: 3/4" = 1'-0"

13 x 1st floor sides + rear



2 #2 - ITDH 3460
SCALE: 3/4" = 1'-0"

1 x 1st floor rear.
2 x 2nd floor rear



51 Industrial Park Drive
 Westmoreland, NH 03467
 (603) 357-0373
 (603) 357-0458 (FAX)

PROPOSAL

www.buildersinstalledproducts.net

Customer Address

Paragon Luse Digital
 63 Emerald Street #468
 Keene, NH 03431

Job Name

Paragon Luse Digital - 34 Court Street - Keene
 NH

Job Address

34 Court Street
 KEENE, NH 03431
 Lot:

Date: 10/26/2018 **Job:** 4083176

| Work Area | Inventory Item | Amount |
|--------------------------|----------------|--------------------|
| Phase: 8928413 6B | PO: | \$13,780.00 |

Main Ceiling Insulation Material and Labor Pursuant to Contract
Work Area Notes: R50 Rockwool loose blow over attic area missing insulation bringing levels roughly to same height of existing insulation at back of building

NO warranty on job due to ceiling itch being too seep making insulation settle, improper ventilation for attic and no possible way to insulate area of attic properly

We propose hereby to furnish material & labor - complete in accordance with the above specifications, for the sum of : **\$13,780.00**

Terms: Upon acceptance of proposal a 33% deposit is required to schedule job; remaining 67% to be paid day of completion per phase.

All material will be as provided in the attached description. All work will be completed in a workmanlike fashion in accordance with the standards of the industry. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate(s). All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. Owner to carry fire and tornado insurance and other insurance that may be required by law. Our workers are covered by workers' compensation insurance to the extent required by law.

We do not warrant against and shall not be liable for any damage or injury, including but not limited to mold accumulation, when due to any of the following causes: the failure of the builder or contractors (other than our Company) to follow the instructions and specifications of the insulation manufacturer; faulty or improper installation or maintenance of drywall or other wall covering; use of accessories or wall preparation materials that do not properly receive the insulation; and compliance with applicable building codes or other government regulations relating to surface preparation, wall coverings, required materials or mandatory procedures.

ANY WARRANTIES IMPLIED BY LAW, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any warranty associated with the insulation. Our liability shall in no event exceed the cost of the materials set forth herein. We cannot and shall not be liable to you for the breach of any other express warranties, such as those given to you by other dealers, contractors, applicators, distributors or manufacturers. Your exclusive remedy with respect to defective materials provided by us shall be repair or replacement, at our option, of the defective materials.

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE: _____ **SIGNATURE:** _____

Sales Representative: Phillip Bartlett

DATE: _____ **SIGNATURE:** _____

Customer Representative:

Printed Name _____ **Title** _____

Ask us about Insulation - Rain Gutters - Shelving - Shower Doors - Mirrors and Bath Accessories



Keating Plumbing & Heating
P.O. Box 426
Marlborough, N.H. 03455
Tel: 603-876-4447
Fax: 603-876-4016
Master License: 84C

PROPOSAL

January 18, 2019

Zach Luse
34 Court St
Keene NH 03431

Hi Zach,

The following is a proposal for individual duct less mini split systems and 2-ducted systems for the future office space on the first floor of 34 Court St.

We would install 2-single zone 18,000 BTU wall hung units on the on the left side of room #5 with each line set running down to the floor on the interior wall in a white vinyl enclosure through the crawl space to a wall hung 36,000 BTU condenser located on the wall behind conference room-1.

We would install a single zone 18,000 BTU wall hung unit on the left side of conference room-1 with the line set running down to the floor on the interior wall enclosed in a white vinyl enclosure and through the crawl space to a wall hung 36,000 BTU condenser located on the wall behind conference room-1 above the other wall mounted condenser that is in the same location.

We would install an 18,000 BTU ducted system for the conference room-2 area that would include, meeting room-1, meeting room-2, conference room-3 and ex Restroom with the line set going to and sharing the same condenser as conference room-1.

We would install a 12,000 BTU wall mounted unit in the Kitchen with the line sets going to a separate 12,000 BTU condenser located on the ground next to the Boiler room.

We would install a 9,000 BTU floor mount unit in room-3 with the line sets running down through the floor then through the crawl space to a 36,000 BTU condenser that would be located next to the Boiler room.



We would install a 9,000 BTU floor mounted unit on the exterior wall in room-4 with the line sets going through the crawl space to the same 36,000 BTU condenser that room-3 would be connected to.

We would install a 9,000 BTU ducted system for the two other rest rooms that are next to room-5 that would include the area in front of the rest rooms in the right corner of room-5. The line sets would run down to the floor enclosed in a white vinyl enclosure on the interior wall and then under the crawl space to the 36,000 BTU condenser that is located next to the boiler room that would be shared by rooms 3-4.

We would install an 18,000 BTU wall mounted unit on the wall in room-5 outside of room-4 with the line sets running down the wall in a white vinyl enclosure to the crawl space going to a 36,000 BTU condenser that would be located next to the boiler room.

We would install an 18,000 BTU wall mounted unit on the wall in room-5 outside of room-3 with the line sets running down the wall in a white vinyl enclosure to the crawl space going to the same 36,000 BTU condenser as the indoor unit in front of room-4.

Model numbers for the outdoor condensers

There would be 4-DAI4MXL36TVJU

There would be 1-DAIRXL12QMVJU

All the equipment to be installed is made by Daiken. This Daiken equipment will cool, dehumidify and heat down to -13 degrees Fahrenheit. This has a 12-year warranty on parts and compressor.

All work to be done is done with skill and pride at Keating Plumbing Heating and Cooling.

Cost for the above includes all necessary electrical and start up.....\$76,760.00



Payment Terms:

1/2 upon acceptance and 1/2 due immediately upon completion.

We also accept Master Card, Visa, Discover and American Express for your convenience.

All work performed by this company is done by certified technicians in accordance with state and local codes.

All work is guaranteed against defects in materials and workmanship for a period of 1 year from date of installation with a Keating "Bumper to Bumper" warranty. This warranty does not include damages due to abuse, misuse, freezing, or neglect in any manner. This warranty is exclusive of manufacturer's warranty.

Our crew of trained experienced professionals will perform this installation with utmost care for your property and those living there. We know that it can be difficult to have a project of this magnitude taking place. That is why we pull out the red carpets, put on our shoe covers, when needed, and work with your schedule and life style as best we can.

Authorized Signature _____ Date _____

Acceptance Signature _____ Date _____

This proposal will be withdrawn if not accepted within 30 days from the date at the top.

Thank you for the opportunity to quote this job.

Bill Blouin



New England's Air Sealing Specialists
46 River Rd, New Haven, VT 05472
www.zone6energy.com

Date: 10/17/2018

Work Proposal

| | | |
|--|--------------------------------|-----------------|
| Client: | Zach Luse | |
| Jobsite Address: | 34 Court St Keene, NH 03431 | |
| Total envelope area (ft²): | | 11,000 |
| AeroBarrier: price/ft²: | | \$1.50 |
| Allowance (bell tower): | | \$3000 |
| Total Cost: | | \$19,500 |

NOTES: The bell tower presents an unusual set of challenges, so we've included an allowance to cover potential extra preparation work and problem-solving.



External Communication
Transmittal Form

February 19, 2019

TO: Mayor and Keene City Council

FROM: Attorney Thomas Burack, 560 Main Street, LLC

THROUGH: Patricia A. Little, City Clerk

ITEM: C.4.

SUBJECT: Attorney Thomas Burack/560 Main Street, LLC - Expression of Interest in Acquiring City Property - 560 Main Street

COUNCIL ACTION:

In City Council February 21, 2019.

Referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Communication_Burack

BACKGROUND:

On behalf of 560 Main Street, LLC Attorney Thomas Burack is expressing his client's interest in acquiring a parcel of land commonly known as the Keene Old City Landfill at 560 Main Street.

SHEEHAN PHINNEY

Thomas S. Burack, Esq.
Direct Dial: 603-627-8387
tburack@sheehan.com

Manchester, NH | Concord, NH | Hanover, NH | Boston, MA

Reply to: Manchester Office
1000 Elm Street, 17th floor
Manchester, NH 03101

Via email and U.S. Mail

February 19, 2019

The Honorable Kendall W. Lane, Mayor, and City Council
City of Keene
3 Washington Street
Keene, New Hampshire 03431

RE: Expression of Interest in Acquiring a Portion of City Property at 560 Main Street, the Keene Old City Landfill

Dear Mayor Lane and City Councilors:

On behalf of this firm's client, 560 Main Street LLC, I am writing to express the company's interest in acquiring from the City of Keene a parcel of land consisting of 10 plus or minus acres, being the westerly portion of the lot located at 560 Main Street and commonly known as the Keene Old City Landfill. I respectfully request that the City Council give favorable consideration to this expression of interest and authorize the City Manager to negotiate with the company a purchase and sale agreement for the proposed transaction. This firm's client has an informed and strong interest in acquiring this property and seeks to do so as expeditiously as possible in order to support the relocation to Keene of the business operations of Froling, LLC (dba Froling Energy). Mark D. Froling, a resident of Keene, is the sole Member of both Froling, LLC and 560 Main Street LLC, and formed the latter company specifically for the purpose of holding title to the property should be City be amenable.

Should you have any questions or require additional information, please reach me using the contact points above or on 603-496-3554 (Mobile). Thank you for considering this request.

Sincerely,



Thomas S. Burack

TSB/lmh

cc: Mark D. Froling
Thomas P. Mullins, Esq., City Attorney
Elizabeth A. Dragon, City Manager

In City Council February 21, 2019.
Referred to the Finance, Organization
and Personnel Committee.



Deputy City Clerk



City of Keene, N.H.
Transmittal Form

February 13, 2019

TO: Mayor and Keene City Council
FROM: Planning, Licenses and Development Committee
ITEM: D.1.

SUBJECT: Stephen Rokes/Liberty Utilities - Request for Easement - Beneath Hickey-Desilets Park - Installation and Operation of Distribution Line for Propane/Air Distribution System

COUNCIL ACTION:

In City Council February 21, 2019.
Report filed as informational.

RECOMMENDATION:

On a vote of 5-0, the Planning, Licenses, and Development Committee recommends the request by Liberty Utilities be denied.

BACKGROUND:

Stephen Rokes, of 80 Pearl Street and Andrew Mills addressed the request. Mr. Rokes said they are looking for an easement through the Hickey Desilets Park in order to construct and maintain their distribution line. Mr. Mills said they need to increase reliability by creating a continuous loop to support the system for Keene residents. The loop system basically ties two sections together to form a continuous loop. This is a natural evolution and with that they are looking for an easement that would allow them to bore a pipe across the Ashuelot River near Winchester Street. Mr. Mills explained the bore path noting they would try to limit the curve to ease the strain on the pipe during a pullback process. Doing this will push them out into City property. Mr. Mills identified the easement area as being the southeast corner of the park; it would be 14 feet wide extending from the west from the bank of the Ashuelot River 175 feet,

Chair Richards noted his understanding is you can go along the current ROW without going under the park. Mr. Mills replied in the affirmative. Chair Richards continued so why would you want to go under the Park rather than with the other utilities along the other path. Mr. Mills said the other utilities were installed during bridge construction; they are hanging underneath the bridge. He continued it is difficult to install a utility once the bridge is installed. A structural engineer is needed and it is very expensive. We do not have a structural engineer in-house. In order to stay in the City's ROW we have to drill under the wing-wall which is not an engineering best practice as we could undermine the bridge. Mr. Mills concluded replacing the bridge is not something they want to do.

Chair Richards noted his concern that the City is giving an easement through a Park for perpetuity when there is an accepted method in practice without having to do that. Kurt Blomquist, Public Works/Emergency Management Director replied in the affirmative and reiterated the method described by Mr. Mills. Mr. Blomquist agreed there could be undermining of the wing-wall/abutment and it would be much more expensive for them.

Chair Richards asked for Committee questions or comments.

Councilor Hansel wanted to know the activity level at this portion of the Park. Andy Bohannon, Parks & Recreation Director replied the activity level there is minimal. He also noted moving forward to work along Winchester Street the Park will be adjusted. Mr. Bohannon also said the local Italian Society has adopted the Park. Following up, Councilor Hansel asked about the restrictions that would be placed on the City. Mr. Blomquist explained the language would be similar to other easements; for example we could not build a building or put a storage shed over the top of it. Chair Richards clarified this is forever; Mr. Blomquist replied in the affirmative until such time as they might abandon it. Mr. Blomquist also clarified for Councilor Jones this is the existing Winchester Street Bridge; not the Island Street Bridge.

Councilor Sapeta wanted to know the environmental considerations and worse case scenarios with the drilling. Mr. Mills explained they did get a license to cross the river from the PUC and these concerns have to be identified during that process. The major concern would be a frac-out which is an inadvertent return of the drilling lubricant.

Councilor Rice asked the estimated timeframe of the project. Mr. Mills explained the project and gave an estimation of 15 business days.

Councilor Sapeta commented he wanted to weigh out the advantages for all involved. He pointed out the applicant's proposal would be less expensive for them. Continuing he said the City would lose a parcel. He then asked if there was something else the applicant could offer in exchange for that parcel. Mr. Mills replied the pipe would be 10 feet under the surface and the City is free to place anything on top of it that is not a permanent structure. Our parent company actually pays us to go out and do volunteer work so we could help with the annual clean up. Mr. Blomquist suggested offering ideas to the City Manager to keep in mind while we work with Liberty Utilities.

Addressing Mr. Blomquist, the City Attorney referred to cut sheet L-1 that depicts the easement across the Park and the two pits. The City Attorney asked if there would be any special agreements would be required for the installation of these pits. Mr. Blomquist replied he believes both pits are within the ROW so they will be addressed during the Excavation Permitting process. The City Attorney clarified the only easement required under this proposal would be for the one that crosses the Park. Mr. Blomquist replied in the affirmative adding it is the placement of the pipe for which they are seeking the easement.

Councilor Hansel asked Mr. Blomquist if we had any other projects in the City that had to go under the wing-walls, and is this something he is comfortable with. Mr. Blomquist replied when rebuilding bridges the utilities have installed conduit under the bridge. He agreed trying to retrofit after a bridge construction is a higher risk. Mr. Blomquist noted he is not aware of the City having done this in the past. West Street is the only location he is aware of gas hanging off the bridge; everything else is underground.

Councilor Jones asked if the new Island Street Bridge would be an option for the applicant. Mr. Blomquist replied they want to go to the west and the Island Street Bridge is to the north so it would make no sense for them to do that. Mr. Rokes reiterated this needs to tie into Pearl Street to create the loop. Mr. Mills added the pipes by Island Street are a different pressure and so they cannot be tied together.

Chair Richards asked for public comments or questions.

Carl Jacobs, Councilor Ward 2 asked how this project will affect the proposed rain garden. Mr. Blomquist noted when Liberty Utilities proposed this they were not that far along with the Winchester Street project and this will be part of the discussion during our ongoing negotiations. Referring to the idea that this is forever, Councilor Jacobs asked if we have any control over what goes through that pipe overtime. Mr. Blomquist

replied in the negative noting the permission for them to be here dates back to 1936. Councilor Jacobs continued by commenting that for Liberty Utilities it is not just a question of redundancy it is also an effort to expand services. Councilor Jacobs wanted this information to be on record.

Terry Clark, Councilor Ward 3 advised he is also an Intervener in this case before the PUC and he opposed Liberty's request to put a pipeline under the Ashuelot River. Councilor Clark said it is not necessary for this Committee to approve the petitioner's request for them to accomplish the goal of expanding the distribution system in Keene. Councilor Clark reported he gave the City Clerk a copy of PUC Order 26-212 that was also provided to the Committee. He drew attention to Page 3 where it states option B was an equally acceptable alternative to option A. Councilor Clark pointed out nowhere in the report does it say that option B is a danger, is any more risky, or any more expensive. He noted that Liberty declined to discuss finances at the PUC hearing as it would impugn their abilities during the bidding process. Continuing, Councilor Clark said as they are bringing the expense up today and he would like them to elaborate what the costs are. They did not bring up option B at this meeting. The PUC did say it is an equally acceptable alternative. Councilor Clark explained the Park is dedicated to two local soldiers who died in WW2. The pipe line would go right under their stone. Councilor Clark disagreed with Mr. Bohannon regarding the Park use. He concluded by noting we are the stewards of the park land and asked why we should give up our rights when they do have an alternative. Councilor Clark said option B is his favorite option because it protects the City's constituents. Councilor Clark encouraged the Committee to review the PUC report.

Mike Sheehan, in-house Attorney for Liberty Utilities noted he was involved in the PUC proceedings described by Councilor Clark. He discussed the confusion over costs noting the expensive option is hanging it over the bridge. Attorney Sheehan continued there is not a cost differential going from option A to option B. The cost for drill was confidential at the proceeding due to the future bidding process. Option A is the preferred engineering route which takes us under the Park and an easement would be needed. Should option A not be approved Mr. Mills designed option B which keeps us in the State's Right-of-Way.

Councilor Hansel asked why option A is preferred if it is not the cost factor. Mr. Mills said it would cost one to two percent more to do option B, and he conceded that cost is not a factor. The risk to the wing-wall is there although minimal. As the engineer he wants to eliminate as much risk as possible. Mr. Mills added they prefer not to hang on bridges because if the pipe is under the bridge they are safe from floods. Mr. Mills also addressed the curve explaining if they have the easement it would be one continuous curve; if they do not have the easement it would basically be two curves and an increase in pullback pressure which increases the number of steps they have to take.

Chair Richards clarified through the City Attorney that the City is not being asked to choose between two options here; they are being asked to give an easement through the Park. The City Attorney said that is true. The only thing in front of the Committee is the easement through the Park under option A. If for some reason the Committee does not prefer that option they would basically need to deny the request and the applicant could proceed on their own with option B. Chair Richards added it then would not even be a City Council matter; it would be an administrative matter. The City Attorney agreed.

Councilor Sapeta thanked Mr. Clark for shedding some light on this issue so the Committee has more understanding of what is going on. He also thanked Mr. Mills for his further explanation.

Councilor Jones addressed the lubricant Bentonite used during the boring process noting it is non-toxic. He referred to staff's recommendation to place this on more time noting if that is the case he would like to see staff directed to return with other recommended options, answer the question is the option the best advantage for the City or for Liberty Utilities, and should this be presented to the Winchester Street Committee for the upcoming project. Chair Richards noted it is his intention to make a motion first and see where it goes.

Councilor Hansel said he is in favor of letting staff take a deeper look at this as the option to utilize park space

for perpetuity does seem kind of muddy.

Councilor Rice asked Mr. Bohannon to explain the process for voiding a park or changing its use. Mr. Bohannon explained the process and added he did not see why we would ever want to change a park's use. Mr. Bohannon also verified the Park has no ties to the Land, Water, and Conservation Fund which would put it in perpetuity forever and not allow the easement. Councilor Rice asked if the land would just remain as greenspace. Chair Richards mentioned changes taking place within the City noting he does not want to remove any options the City may have. He also asked why we would have an easement over a Park when the utility can remain in the ROW.

Terry Clark, Councilor Ward 3 said he would be interested in knowing why more time was recommended. Mr. Blomquist said it was his recommendation because he did not know what the Committee would dive into, and more time was a place to start. Chair Richards added he thinks we have all the facts and he would never oppose a request for more information. Councilor Hansel agreed with the Chair noting he did not know what other information could be presented. Mr. Blomquist reported they have been involved in the discussions with Liberty and option B does pose a low risk. There are no plans to replace that bridge for another 40 years. Mr. Blomquist concluded by noting if the Committee is not interested they can just say no. Councilor Hansel asked Mr. Blomquist if he would still want the Committee to put this on more time. Mr. Blomquist replied in the negative.

Carl Jacobs, Councilor Ward 2 clarified Liberty has two options that are equal for the most part and they do have a preference. He said from the City's point of view there is a lot of potential downside to giving up our right to this parcel.

Councilor Sapeta said this will happen on way or another. He noted he would be interested in having the City Manager talk with Liberty about how they can help with some leadership and sustainability to offset the potentially harmful footprint of gas through the pipeline. Attorney Sheehan indicated the Committee should stay tuned. He said we are a progressive utility and you will see some good things in Keene.

Chair Richards confirmed with the City Attorney that motions are usually made in the positive first. The City Attorney confirmed, adding if the positive motion fails you would then make a motion in the negative. Councilor Sapeta made a point of order regarding the motion. Chair Richards clarified what would take place for Councilor Sapeta. Mr. Mills added a last comment regarding the Building Code setbacks noting the reason for the 14 feet was so as not to affect any future construction.

There being no further questions or comments from the Committee or public Chair Richards asked for a motion.

Councilor Rice made the following motion which was seconded by Councilor Hansel.

On a vote of 0-5, the Planning, Licenses, and Development Committee recommends the approval of the request by Liberty Utilities. The motion failed unanimously with all Committee members in opposition.

Councilor Rice made a second motion which was seconded by Chair Richards.

On a vote of 5-0, the Planning, Licenses, and Development Committee recommends the request by Liberty Utilities be denied.



City of Keene, N.H.
Transmittal Form

February 13, 2019

TO: Mayor and Keene City Council
FROM: Planning, Licenses and Development Committee
ITEM: D.2.

SUBJECT: Petition for a License to Construct and Maintain a Natural Gas Pipeline - Councilor Clark

COUNCIL ACTION:

In City Council February 21, 2019.
Report filed as informational.

RECOMMENDATION:

On a vote of 5-0, the Planning, Licenses and Development Committee moves to recommends the background information supplied by Councilor Clark on the PUC petition be accepted as informational.

BACKGROUND:

Noting he had a conversation with Councilor Clark, Chair Richards moved agenda item #3 up next. Councilor Clark sent this in as information to be viewed in regards to agenda item #2.

There being no questions from the Committee or public Chair Richards asked for a motion.

Councilor Jones made the following motion which was seconded by Councilor Hansel.

On a vote of 5-0, the Planning, Licenses and Development Committee moves to recommends the background information supplied by Councilor Clark on the PUC petition be accepted as informational.



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council
FROM: Finance, Organization and Personnel Committee
ITEM: D.3.

SUBJECT: Dubois & King Airport Management Contract - Airport Manager

COUNCIL ACTION:

In City Council February 21, 2019.
Report tabled until the next regular meeting.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to enter into a management contract with Dubois & King for up to one-year to provide day to day management of airport operations, in accordance with the Scope of Services, for an amount not to exceed \$100,000 and to allow the use of airport budget personnel wage and benefit lines to fund this contract.

BACKGROUND:

Airport Manager Jack Wozmak began by introducing Guy Ruelle from Dubois & King. Mr. Wozmak stated he was at the end of his management contract period with the City. Mr. Wozmak noted that he became the Airport Director 3 years ago and was asked to accomplish specific tasks including the 10 Year Master Plan, the removal of obstructions from trees, and the reconstruction of the 14-32 runway.

He continued that during his tenure, landing fees, fuel sales and tenant rents have increased. The City has seen quite a successful uptick at the airport and quite a bit of renovations has occurred. Working with the Airport Development and Marketing Committee they have been looking more at the next phase of the development of the airport and specifically whether there was any opportunity to establish commercial air service (Part 139 Certified).

Mr. Wozmak continued it is appropriate to go through a transition and to introduce a level of airport management to engage other experts to gather data and potential undertake schedule air service. Mr. Wozmak stated to that end he has recommended Dubois & King take on this management role. Mr. Wozmak talked about Mr. Ruelle's experience with airport management. He has overseen ten airports in Vermont and has experience in creating airports for development and bringing them up to a level where they can support commercial air traffic. Mr. Wozmak felt Mr. Ruelle would be the best choice for the next year. Mr. Wozmak stated this is a choice the City Manager is in support of and it is a choice that is appropriate until the City is able to fill the role of the Airport Manager, which could take some time. He felt having Mr. Ruelle at the airport could also help with this search process.

Mr. Ruelle stated he is happy to be present at today's meeting and began by saying that he worked for 15 years

with the State of Vermont as their Aeronautics Administrator managing airports (taking under-performing airports to an acceptable stage). Mr. Ruelle stated he has learned a lot working alongside Mr. Wozmak for the past 19 months. Mr. Ruelle stated his company already has a contract with the airport to move capital projects forward, but his expertise is in airport management, flight instruction, air traffic control and other facets of aviation and felt this expertise can benefit the airport.

Councilor Jacobs verified the City is not appropriating additional monies for this position. Mr. Wozmak agreed this does not change the airport budget at all.

Councilor Powers asked whether this would be a full time position. The City Manager stated there will not be a full time presence at the airport - it will be Monday, Wednesday and Friday, but Mr. Ruelle will be assigned other special projects as well. Mr. Wozmak noted the airport will not want for coverage as there is a layer of people who will be able to respond in any emergency situation. Mr. Wozmak felt the change will be seamless and did not think the public will see any gaps.

Councilor Powers asked whether the Manager feels a recruitment process will take a year. Ms. Dragon stated she hoped it would not take a year, but this contract gives the City the flexibility to terminate the services of Dubois & King once a permanent person is hired.

Councilor Powers made the following motion which was seconded by Councilor Chadbourne.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to enter into a management contract with Dubois & King for up to one-year to provide day to day management of airport operations, in accordance with the Scope of Services, for an amount not to exceed \$100,000 and to allow the use of airport budget personnel wage and benefit lines to fund this contract.



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council

FROM: Finance, Organization and Personnel Committee

ITEM: D.4.

SUBJECT: Acceptance of Donation - Monadnock Squares - Parks, Recreation and Facilities Department

COUNCIL ACTION:

In City Council February 21, 2019.

Vote unanimously to carry out the intent of the report.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to accept the donation of \$300.00 from the Monadnock Squares and that the money be used for any improvements needed at the Keene Recreation Center.

BACKGROUND:

Parks, Recreation and Facilities Director Andrew Bohannon addressed the Committee next. Mr. Bohannon stated the Department is in receipt of a donation in the amount of \$300 from Monadnock Squares. They are one of the oldest tenants at the Recreation Center. They have given an annual donation of \$300 for the upkeep of the facility or for furniture that is needed.

Councilor Jacobs made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to accept the donation of \$300.00 from the Monadnock Squares and that the money be used for any improvements needed at the Keene Recreation Center.



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council

FROM: Finance, Organization and Personnel Committee

ITEM: D.5.

SUBJECT: License Fees for Events Requiring Staff Protocols - City Clerk

COUNCIL ACTION:

In City Council February 21, 2019.
Report filed as informational.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends reporting out Councilor Manwaring's communication on license fees as informational.

BACKGROUND:

City Clerk Patty Little stated this item has been on the Committee's more time agenda since March 2018 and was originally raised by Councilor Manwaring. The Councilor had some firsthand knowledge of the effort that goes into protocol meetings from staff because of her participation with the 4th road race event.

The issue the Councilor raised was in reference to the \$25 license fee and whether this amount was sufficient for the effort staff was putting in at the protocol meetings.

Over the past year, staff have been meeting with the City Manager and have been looking at several documents that dictate how license fees are established – such as, State Law, City Ordinances, City Council Policies and Administrative Directives. Ms. Little explained State Law is the highest directive to a municipality. The State Law stipulates licenses and permits shall not exceed an amount reasonably calculated to cover regulatory, administrative and enforcement cost of the activity.

Ms. Little continued that the staff that attend these protocol meetings are making recommendations for public safety and logistical concerns. Their effort is not considered administrative under the statute. The only department considered to be administrative is the Clerk's office.

Ms. Little noted protocol meetings for an event such as the Pumpkin Festival is labor intensive and the protocol document (that is created to guide the petitioner's and staff's efforts) can be close to 100 pages long. She noted her staff attends these protocol meetings, takes notes and documents any recommendations into a protocol document.

The fiscal policy was the other guiding document that was reviewed. The fiscal policy says fees and charges shall be set at something less than full cost recovery when there is no intended relationship between the amount paid and the benefit received. Ms. Little stated in any given year there could be 20 events that require one or two

protocol meetings. The other half of the events are dealt with administratively by soliciting comments from staff electronically.

Protocol meetings can last up to an hour and could carry a \$50 administrative charge for the clerk office staff to attend these meetings. 20 meetings annually could carry a \$1,000 exposure, which is not being recovered in any license fees. She continued there was some thought that went into charging a separate fee for these protocol meetings, but this was not well supported by staff.

She noted protocol meetings are scheduled at the discretion of the Emergency Management Director – not every event is going to require a protocol meeting. Having a separate invoice for protocol meetings would mean that an applicant would not know their final charge at the point that they applied for a license. Invoicing for protocol meetings would involve staff time for creating an invoice, tracking the money coming in, and crediting the proper account.

Ms. Little stated what does seem to be reasonable is to create a license fee for two types of licenses that always require a protocol meeting and do not presently have a license fee. These licenses are a street fair/community event and general use of city property. Ms. Little noted the license fee for a street fair/community event was deleted by City Council a number of years ago at the request of Center Stage Cheshire County.

Ms. Little continued that during the discussions, it was determined that the City Manager would be taking the lead in any further discussions about an appropriate level of service that staff provides on the day of an event.

This issue had been raised by Councilor Greenwald when Councilor Manwaring's request was initially considered. In addition, the term "community event" which is a category of a license is often confused with the funding authorization from the City Council. Staff is suggesting that the term "community sponsored event" be used during budget discussions to describe licensed events which may have funding from the City Council in the operating budget.

The last time there was an amendment to these license fees was in 2005, which is when the license fee was eliminated for the Pumpkin Festival.

Ms. Little added that staff would like to draft an ordinance with any appropriate amendments to the license fees and refer the item to the PLD Committee for their consideration. She noted that staff appreciates the issue being raised by Councilor Manwaring.

Councilor Manwaring thanked all the staff who was involved with this work.

Councilor Powers compared the staff effort at protocol meetings as "overhead" in the private sector.

In response to a comment from Councilor Jacobs, the clerk noted it would be her intent to bring forward an ordinance regarding license fees in the very near future.

Councilor Chadbourne made the following motion which was seconded by Councilor Jacobs.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends reporting out Councilor Manwaring's communication on license fees as informational.



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council
FROM: Finance, Organization and Personnel Committee
ITEM: D.6.

SUBJECT: Marlboro Street - Transportation Alternatives Grant - Public Works

COUNCIL ACTION:

In City Council February 21, 2019.
Voted unanimously to carry out the intent of the report.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to accept and execute a Transportation Alternatives Program (TAP) grant from the New Hampshire Department of Transportation (NHDOT) and to execute a Memorandum of Understanding for bicycle, pedestrian, streetscape, and roadway improvements on Marlboro Street corridor, including the construction of a connection to the Cheshire Rail Trail in the vicinity of Bartholomew Court.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to negotiate and execute a sole-source professional service contract with DuBois & King for engineering and technical services for grant-funded pedestrian, bicycle, streetscape and roadway improvements on the Marlboro Street corridor for an amount not to exceed \$119,600 with funding to come from the Marlboro Street and Utilities Reconstruction Project.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the City Manager be authorized to do all things necessary to negotiate and execute easements and access agreements required for the construction of pedestrian, bicycle, streetscape and roadway improvements on the Marlboro Street corridor.

BACKGROUND:

City Engineer Don Lussier was the next to address the Committee. Mr. Lussier stated the Marlboro Street corridor is going to be under construction this coming season. The CIP includes a number of projects, predominantly utility work. There are also funds for corridor improvements (street scape, bike lanes).

In the Fall 2018, staff applied for a Federal Highway Administration Grant and the suggestion was to use the funds Council appropriated for street scape work as the City's 20% match for this grant. On January 23, 2019, DOT informed the City it will be receiving this grant in the amount \$598,000 with a \$119,000 City match.

Mr. Lussier then went on to explain the proposed motions outlined for this item:

The first one is for Manager to be able to do all the paperwork necessary to receive this grant. The second action is to allow staff to begin the design process and award Dubois & King a sole source contract. Dubois &

King was selected through a competitive bid process to complete the design for the utility work. The consultant's scope of work still needs to be approved by DOT. The third item is to obtain temporary construction easements for the work on Marlboro Street.

Ms. Dragon noted the second motion does not have the term "sole source" and asked that this language be included as the Committee makes their recommendation.

Councilor Jacobs asked about the Memo of Understanding. Mr. Lussier stated this is between the City and DOT in reference to the grant. He also asked for explanation of the funding. It was explained the \$598,000 grant is comprised of \$119,600 of City funding which was previously appropriated in the CIP (the grant is for \$478,400). Councilor Jacobs clarified the \$119,600 amount is the same amount requested by Dubois & King and asked whether this was a coincidence. Mr. Lussier agreed it was a coincidence and added he took 20% of the contract amount, but this placeholder has not been negotiated to reflect the scope of service for the design contract

Councilor Powers asked whether water and sewer is separate from this work. He continued this year all of the utility work will happen and next year the curbs will be realigned curbs and the crosswalks installed.

Councilor Clark made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to accept and execute a Transportation Alternatives Program (TAP) grant from the New Hampshire Department of Transportation (NHDOT) and to execute a Memorandum of Understanding for bicycle, pedestrian, streetscape, and roadway improvements on Marlboro Street corridor, including the construction of a connection to the Cheshire Rail Trail in the vicinity of Bartholomew Court.

Councilor Clark made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to negotiate and execute a sole-source professional service contract with DuBois & King for engineering and technical services for grant-funded pedestrian, bicycle, streetscape and roadway improvements on the Marlboro Street corridor for an amount not to exceed \$119,600 with funding to come from the Marlboro Street and Utilities Reconstruction Project.

Councilor Clark made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the City Manager be authorized to do all things necessary to negotiate and execute easements and access agreements required for the construction of pedestrian, bicycle, streetscape and roadway improvements on the Marlboro Street corridor.



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council

FROM: Finance, Organization and Personnel Committee

ITEM: H.1.

SUBJECT: Nancy Sheldon/Shaldu, Ltd. - Acquisition of the Rail Spur that Bisects Two Parcels of Property
- Corner of Ralston and Emerald Streets

COUNCIL ACTION:

In City Council February 21, 2019.

More time granted.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the communication regarding the acquisition of the rail “spur” be placed on more time.

BACKGROUND:

Nancy Sheldon of 262 Central Park West, New York, NY addressed the Committee. Ms. Sheldon stated her father purchased the property in question in the 1970’s. He later sold half the property to Al Braden where Braden Printing is now located. She noted the portion they own is .33 acres in size and it has a very strange foot print, coming to a point at Davis Street. Ms. Sheldon stated what they are asking from the City is to purchase a rail “spur” which crosses Emerald Street and arcs towards the two properties. She stated in order to be able to develop this property they have to do something with the rail “spur.”

Asst. City Manager/Community Development Director, Rhett Lamb addressed the Committee next. Mr. Lamb stated Ms. Sheldon approached the City a few years ago. The City did not believe it owned the property; but rather the City believed the property was owned by the State of New Hampshire. In 2010, the State approached the City with the possibility of the City purchasing this property. At that time the Council took the position that they had no interest in the property. In 2011, from an opinion provided by Lou Barker at the DOT it was revealed the City did in fact own this property.

Mr. Lamb referred to a Resolution that gives the City guidance on how to move forward with this sale. The first step is to declare the property as “surplus” and then to authorize the Manager to enter into negotiations with the interested party. In some cases, the City would place a property up for sale through the competitive bid process or in some unique cases (because of the properties’ configuration) the City could choose a method outside of the bid process, and this is what staff is proposing for this property.

Mr. Lamb stated this matter did go before the Bicycle Pedestrian Path Advisory Committee and the Committee voted they would not oppose the sale of the rail spur with the caveat that the main corridor of the Ashuelot Rail Trail and its right of way be maintained as is. Mr. Lamb stated in order to do what the Bicycle Pedestrian Path Advisory Committee is asking for, the property will have to be subdivided, and the portion City would like to be

maintained for the trail be retained. Mr. Lamb stated this can be done without having any effect on the bike path and the proposed property.

Chair Greenwald asked whether there has been any communication with Braden Printing. Ms. Sheldon stated her brother has been in communication with Al Braden who lives in Texas. Mr. Braden has an interest if the property is put out for public bid or if the Sheldons negotiate with the City he would be interested in what wraps around his property for a reasonable amount. He is waiting for an update as to what the City decides.

The Chairman asked for the City Attorney's opinion on this item. Attorney Mullins stated if there is interest from Mr. Braden the City would need to take some time to take a closer look at this item as staff came before the Committee with the understanding Mr. Braden would not have any interest in the property. He stated staff would like the authority for the Manager to negotiate with the parties regarding the transfer of the property which is agreeable to all parties.

Councilor Jacobs asked whether the committee is talking about three properties (the rail spur, as well as the Sheldon and Braden properties). Mr. Lamb agreed.

The Chairman asked for other public comment.

Toby Tousley of 499 Washington Street stated he owns the property that abuts the subject property on the other side of the railroad track. He stated in 2011 he had formerly expressed interest in purchasing this property and had gone before the Bicycle Pedestrian Path Advisory Committee as well. Mr. Tousley stated he would like to be included in this sale as well. He noted he is not interested in the "spur" but there is a slice of land that abuts his property that he would be interested in. Attorney Mullins recalled Mr. Tousley's request, but at that time there was question about the ownership of this land. He noted what is being discussed are separate pieces of property. If Mr. Tousley is interested in the piece of land he just referred to, he is always welcome to submit a request to the City for its consideration. Mr. Lamb stated this is a different parcel of land. Mr. Tousley stated he did make a formal request, but that request never moved forward. The Chairman asked Mr. Tousley to re-submit something in writing. Mr. Lamb agreed these are two separate pieces of land. He recalled that Mr. Tousley had come forward the last time the Sheldons made a request to the DOT, but he did not recall anything formally being submitted from Mr. Tousley.

Ms. Sheldon noted the rail "spur" being referred to is land between their property and the Braden property.

Councilor Clark made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the communication regarding the acquisition of the rail "spur" be placed on more time.



City of Keene, N.H.
Transmittal Form

February 13, 2019

TO: Mayor and Keene City Council
FROM: Planning, Licenses and Development Committee
ITEM: H.2.

SUBJECT: Tim Zinn/Let it Shine - Request to Use City Property - 2019 Pumpkin Festival

COUNCIL ACTION:

In City Council February 21, 2019.
More time granted.

RECOMMENDATION:

On a vote of 5-0, the Planning, Licenses and Development Committee recommends the request for use of city property for the Pumpkin Festival be placed on more time so that protocol meetings could occur.

BACKGROUND:

Tim Zinn, of 43 Grove Street reviewed the 2018 Festival's success. He indicated the attendance to be between 4,000 and 6,000 people. Mr. Zinn commended and thanked all the volunteers, students (Keene and Swanzey), City staff, and sponsors for their efforts. He also mentioned the few local businesses that were part of the Festival. For 2019 they plan to hold the event on Sunday, October 27, 2019, utilizing the same footprint. Mr. Zinn outlined the activities and indicated they would maintain the cap of 5,000 pumpkins. Mr. Zinn addressed the one new request to have three to four local non-profits be allowed to sell baked goods and hot drinks.

Chair Richards commented he had no issues with a few non-profit vendors as long as the parameters are clearly defined here tonight.

Chair Richards asked for Committee questions or comments.

Councilor Rice referred to the application and asked if the five tables would be under the five canopies requested. Mr. Zinn replied in the affirmative noting they are basically for protection against the weather.

Councilor Sapeta thanked Mr. Zinn for starting the process early and for sticking with the theme Art in the Heart. Councilor Sapeta was also in favor of the scope of the event and the addition of a few non-profits. He suggested the organization think about Master Planning the event for the next 10 to 20 years thinking about how the City and others can help. Mr. Zinn said he was in favor of Councilor Sapeta's suggestion and noted the organization is open to Council's concerns.

Chair Richards raised the issue of Sidewalk Café licenses and asked the City Attorney about conflicts. He also noted the option of obtaining permission to use the space from the license holders. The City Attorney indicated the City would not exercise its right to suspend those licenses and the City might have to make other spaces

available such as an Obstruction of Right-of-Way permit through the Department of Public Works. He further explained during the protocol meetings we would need to know who those vendors are and where they want to go. Mr. Zinn commented the initial thought was to put the tents on the west side of the square where there is less going on and there would be no interference with restaurants. Chair Richards clarified he did not want to see two events conflicting legally.

Councilor Jones congratulated Mr. Zinn on doing a great job. He referred to the history of the event and commented Let it Shine is a victim of its own success and outside factors. Continuing he said the Pumpkin Festival became a Northeast destination event. Councilor Jones said moving the event to Sunday and closing at 7:00 PM was the best thing they ever did. Councilor Jones also noted he was in favor of incorporating non-profits into the event.

There being no further questions from the Committee or the public, Chair Richards asked for a motion.

Councilor Hansel made the following motion which was seconded by Councilor Sapeta.

On a vote of 5-0, the Planning, Licenses and Development Committee recommends the request for use of city property for the Pumpkin Festival be placed on more time so that protocol meetings could occur.



City of Keene, N.H.
Transmittal Form

February 19, 2019

TO: Mayor and Keene City Council

FROM: Patricia Little, City Clerk, and John Rogers, Building and Health Official

ITEM: I.1.

SUBJECT: Relating to Vendors - Time Limitations for Certain Activities

COUNCIL ACTION:

In City Council February 21, 2019.

Referred to the Planning, Licenses and Development Committee.

RECOMMENDATION:

Move to refer Ordinance O-2019-03, to the Planning, Licenses and Development Committee for their review and recommendation.

ATTACHMENTS:

Description

Ordinance O-2019-03

BACKGROUND:

Recently the City Manager hosted a meeting of the licensed mobile vendors (aka hawkers and peddlers) to gain a better understanding of their business models and any issues that they were facing in terms of City regulations that were a concern to them. This meeting was in response to the communication from Councilor Filiault suggesting an elimination of the hours of operation for this activity. The Councilor referred to complaints from competing vendors as the impetus of his communication. In attendance at this meeting were representatives from the City Clerk's Office and the Community Development Department.

Austin Reida, the proprietor of Street & Savory, stated that although he is fairly new to the business of street vending, he had visited many parts of the country where this activity was a vibrant part of a community's quality of life. He added that he has spoken to many existing street vendors to educate himself on the issues involved with the business.

He described his business model as having the ability to vend from an established location on private property, as well as the ability to co-sponsor special events for the benefit of the general public. Mr. Reida noted his food truck would go to another commercial establishment. Both businesses would utilize social media to promote their co-sponsored special event. In addition, Street & Savory would also like to participate in larger festivals and be able to accept invitations from individuals for private parties - similar to how a "cash bar" works, or participate in "block parties" where the public ways are closed for neighborhood gatherings. Finally, Mr. Reida stated that he has seen many communities allow food truck vending from parking spaces on public ways or public parking lots. Mr. Reida confirmed that the City's existing hours of operation were a hindrance to his business because he could not reasonably offer a dinner service knowing that he had to close at 7:00 PM.

The City Clerk shared the City Code provisions where the activity of mobile vending was regulated. Chapter 46, which licenses the activity through the City Clerk's Office, Chapter 94, which restricts mobile vending from public ways or public parking spaces (there is language providing an exception for the Farmer's Market), and Chapter 102, which restricted the activity to certain zones for operations continuing more than one hour. The City Clerk's Office also provided sample definitions from other communities which make the distinction between mobile vendors, which have the ability to be mobile but are not, and mobile vendors which are actually mobile.

The City Manager instructed staff to address these issues with the introduction of separate ordinances. The first ordinance would provide better definitions in Chapter 46 for the mobile vending definitions and address the hours of operation. With respect to the hours of operation staff was supportive of a set operating schedule that would extend until 10:00 PM on the weekdays and provide for an 11:00 PM close for the weekend. There was also agreement that any extensions to the hours of operation should continue to remain with the City Council.

After this Ordinance is considered and acted upon, staff was requested to introduce a 2nd Ordinance that would permit street vending, on a first come first serve basis, in designated areas that facilitated vending from an adjacent sidewalk. One of the geographical areas that staff identified was Gilbo Avenue, which has existing parallel parking. Spaces in the Commercial Street lot or the Gilbo East Parking Lot as well as an underutilized loading zone (too small for delivery trucks) on Railroad Street were also identified.

The final ordinance would address the language in Chapter 102 and the one hour duration limit that would trigger any site plan reviews of the location. Mr. Reida had suggested that the one hour threshold be extended to two hours.



CITY OF KEENE

O-2019-03

In the Year of Our Lord Two Thousand and **Nineteen**

AN ORDINANCE **Relating to Vendors - Time Limitations for Certain Activities**

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

That the Ordinances of the City of Keene, as amended, be and are hereby further amended by adding the bolded underlined text and deleting the stricken text in the following sections: In Article I. "In General" - Section 46-1 "Definitions"; and, in Article II. "Licensing Generally" - Section 46-121. "Time Limitations for Certain Activities", as follows:

ARTICLE I. - IN GENERAL

Sec. 46-1. - Definitions.

Mobile Food Vendor means a self-contained food service operation, located in a licensed readily movable motorized wheeled or towed vehicle, used to store, prepare, and sell food items to the general public that operates on a temporary basis at various locations on private property with property owner consent, or at locations designated by the city.

Fixed Location Food Vendor means a self-contained food service operation, located in an approved cart, movable motorized wheeled or towed vehicle, used to store, prepare and sell food items to the general public that operates from a fixed location on private property with consent of the property owner, or on city property designated by the city.

Frozen Confections Vendor means a self-contained food service operation, located in a licensed readily movable motorized wheeled or towed vehicle, used for the sale of frozen confections to the general public that operates on a temporary basis at various locations on private property with property owner consent, or at locations designated by the city.

PASSED

ARTICLE II. - LICENSING GENERALLY

Sec. 46-121. - Time limitations for certain activities.

- (c) With respect to any license issued under division 2, of article VIII, of this chapter pertaining to frozen confections vendors, activities shall not commence prior to 9:00 a.m. nor continue after 9:00 p.m. during Daylight Saving Time or 7:00 p.m. Eastern Standard Time.
- ~~(e)~~ (d) With respect to any license issued under division 2, of article VIII, of this chapter pertaining to mobile food vendors, and fixed location food vendors, activities shall not commence prior to ~~9:00~~ 7:00 a.m. nor continue after ~~9:00~~ 10:00 p.m. ~~during Daylight Saving Time~~ Sunday through Wednesday or ~~7:00~~ 11:00 p.m. ~~Eastern Standard Time~~ Thursday through Saturday unless otherwise authorized by city council in accordance with subsection ~~(d)~~ (e) below.
- ~~(d)~~ (e) Any mobile food vendor or fixed location food vendor requesting permission to commence activities prior to ~~9:00~~ 7:00 a.m. or after ~~9:00~~ 10:00 p.m. ~~during Daylight Saving Time~~ Sunday through Wednesday or ~~7:00~~ 11:00 p.m. ~~Eastern Standard Time~~ Thursday through Saturday shall do so in writing to the city council. City council may grant said permission with reasonable conditions and terms deemed necessary for public convenience and safety.

Kendall W. Lane, Mayor

In City Council February 21, 2019.
Referred to the Planning, Licenses
and Development Committee.


Deputy City Clerk



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council
FROM: Finance, Organization and Personnel Committee
ITEM: J.1.
SUBJECT: Relating to the Conservation Commission

COUNCIL ACTION:

In City Council February 21, 2019.
Report filed as informational. Voted unanimously for the adoption of Ordinance O-2019-01.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the adoption of Ordinance O-2019-01.

ATTACHMENTS:

Description

Ordinance O-2019-01

BACKGROUND:

Mr. Lamb stated this is the work of the Conservation Commission, which over the last few months has taken a look at its charge in the City Code. The Ordinance eliminates the current language in the City Code and replaces it with new text. One unique characteristic of the prior ordinance is that it had 28 unique mission statements. The Commission recommends deleting what no longer needs to be in the Code and consolidating the remaining language.

It includes simple changes as well as substantive changes such as newer language that one of their duties is to advise the City Council on legislative matters before the State and Federal government.

Councilor Powers made the following motion which was seconded by Councilor Jacobs.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the adoption of Ordinance O-2019-01.



CITY OF KEENE

O-2019-01

Nineteen

In the Year of Our Lord Two Thousand and

Relating to – Conservation Commission

AN ORDINANCE

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

That the City Code of the City of Keene, New Hampshire, as amended is hereby further amended by deleting Division 7 “Conservation Commission” of Article V “Boards and Commissions” of Chapter 2 entitled “Administration” in its entirety and inserting a new Division 7, as follows:

DIVISION 7. CONSERVATION COMMISSION

Sec. 2-771. - Membership.

The conservation commission shall consist of seven regular voting members, one of whom shall be a member of the city council.

Sec. 2-772. - Terms.

Each member of the conservation commission shall have a three-year term. Terms of the members shall be staggered so that two members shall be appointed in January of each year.

Sec. 2-773. - Relation to department head.

The Community Development Department will provide staff support to the conservation commission. Other departments may be called upon as necessary.

Sec. 2-774. - Powers, duties and guidelines.

In accordance with the provisions of applicable law, the powers, duties and guidelines in this section are hereby established for the conduct of the conservation commission. The commission shall:

- (1) Promote the stewardship of natural resources in the city and the protection of watershed resources of the city.

Sec. 2-774. - Powers, duties and guidelines. (continued)

(2) Preserve the best of the city's physical and natural resources, while welcoming well-planned expansion or redevelopment.

(3) Regard land as an extremely important asset, whose use should be consistent with the long-range community values.

(4) Maintain an index and Develop Land Management Plans for City conservation lands and open areas to prevent a drastic alteration of natural topography, drainage, and scenery.

(5) Ensure sound commission practices by providing adequate open space, accesses, wooded areas, meadows, swamps, ponds, trails, paths and brooks in keeping with constructive property management.

(6) Conduct research into the city's local land areas and seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary for its work.

(7) Receive gifts of money or property, both real and personal, in the name of the city with the prior approval of the city council. Such gifts are to be managed and controlled by the commission for the purposes of this subsection. The commission may acquire, with the approval of the city council, by gift, purchase, grant, bequest, devise, lease, or otherwise, the fee in such land or water rights, or any lesser interest, development right, easement, covenant, or other contractual right, including conveyances with conditions, limitations or reversions, as may be necessary to acquire, improve, protect, limit the future use of, or otherwise conserve and properly utilize open spaces and other land and water areas within the city, and it shall manage and control such. The city shall not have the right to condemn property for these purposes, except insofar as permitted by other statutes.

(8) Receive appropriations from the city council for establishing and maintaining the conservation commission to promote the development and better utilization of our natural resources. The whole or any part of money appropriated by the city council in any year may be placed in a commission fund and allowed to accumulate with interest, from year to year. All funds of the commission shall be accounted for by the city through the finance director and the trustees of trust funds. Money may be expended from such fund for the purpose of this division by the commission, with the approval of the city council.

(9) Hear citizen comments about the operation of the commission and the matters in the office of the Community Development Director concerned with commission practices.

Sec. 2-774. - Powers, duties and guidelines. (continued)

- (10) Advise the city manager, community development director and city council in all matters in accordance with this chapter.
- (11) Inform the public about commission programs and areas of concern .
- (12) Have charge and general management over the commission functions in the city as far as is consistent with the Charter, this Code, and state statutes.
- (13) Assist in developing and stating objectives and goals for community improvement.
- (14) Pursue the means for achieving the determined goals for improvement.
- (15) Designate a member of the commission to appear before other boards or city council committees to testify on matters of concern to the commission.
- (16) Develop active regional cooperation on commission programs.
- (17) Support and promote the goals outlined in the city's climate action planning documents and the comprehensive master plan as they relate to land use.
- (18) Study and recommend methods of financing proposed improvements in the commission functions of the city.
- (19) Advise City Council on matters pertaining to the City's interest at the State and Federal level in conservation/wetlands law and policy.
- (20) Maintain and oversee the monitoring of any city-held conservation easements within the city.
- (21) Perform such other related functions as required by the city council or requested by the city manager.


Kendall W. Lane, Mayor

In City Council February 7, 2019.
Referred to the Finance, Organization
and Personnel Committee.



City Clerk

A true copy;
Attest:


Deputy City Clerk



City of Keene, N.H.
Transmittal Form

February 12, 2019

TO: Mayor and Keene City Council

FROM: Dan Langille, City Assessor

THROUGH: Elizabeth A. Dragon

ITEM: K.1.

SUBJECT: Relating to Property Tax Exemptions for Solar, Wind & Wood Heating Energy Systems

COUNCIL ACTION:

In City Council February 21, 2019.

Referred to the Finance, Organization and Personnel Committee.

RECOMMENDATION:

That City Council rescind R-2017-18 and adopt R-2019-05 to remove the cap on the exemption for solar arrays.

ATTACHMENTS:

Description

Resolution R-2017-18

Resolution R-2019-05

BACKGROUND:

At their meeting of February 7, 2019, the City Council voted to direct staff to introduce a Resolution to remove the cap on the exemption for solar arrays and wind energy systems.



CITY OF KEENE

R-2017-18

In the Year of Our Lord Two Thousand and 2017

A RESOLUTION RELATING TO PROPERTY TAX EXEMPTIONS FOR SOLAR, WIND
POWERED & WOOD HEATING ENERGY SYSTEMS

Resolved by the City Council of the City of Keene, as follows:

Whereas, in 1975 the legislature enacted RSA 72:62, an Exemption for Solar Energy Systems, and RSA 72:66, an Exemption for Wind Powered Energy Systems, and RSA 72:70, an Exemption for Wood heating Energy Systems and

Whereas, the City of Keene is a active participant and leader in the "Cities for Climate Protection" and

Whereas, the Council of the City of Keene wishes to modify the Exemption for Solar Energy, Wind Powered Energy and Wood-heating Energy Systems in recognition of energy conservation.

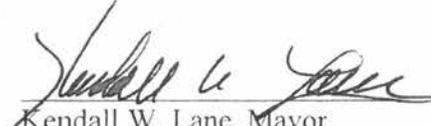
Now Therefore Be It Resolved by the Council of the City of Keene that Resolution R-2007-11 adopted March 15, 2007, is rescinded.

And Be It Further Resolved by the Council of the City of Keene that it hereby wishes to comply with the modifications as set out in RSA 72:27-a, by responding in the affirmative to the following:

"Shall the Council of the City of Keene adopt the provisions of RSA 72:62 for a property tax exemption on real property equipped with a solar energy system in an amount equal to the assessed value of the solar energy systems, up to 30,000 in value."

"Shall the Council of the City of Keene adopt the provisions of RSA 72:66 for a property tax exemption on real property equipped with a wind powered energy system in an amount equal to the cost, including installation, of the wind powered energy systems, up to 10,000 in value."

"Shall the Council of the City of Keene adopt the provisions of RSA 72:70 for a property tax exemption on real property equipped with a wood heating energy system in an amount equal to the cost, including installation, of the wood heating energy systems, up to 10,000 in value."


Kendall W. Lane, Mayor

A true copy;

Attest:


Patricia

City Clerk

SSD May 4, 2017



CITY OF KEENE

R-2019-05

Nineteen

In the Year of Our Lord Two Thousand and

RELATING TO PROPERTY TAX EXEMPTIONS

A RESOLUTION~~FOR SOLAR, WIND-POWERED & WOOD HEATING ENERGY SYSTEMS~~.....

Resolved by the City Council of the City of Keene, as follows:

Whereas, in 1975 the legislature enacted RSA 72:62, an Exemption for Solar Energy Systems, and RSA 72:66, an Exemption for Wind Powered Energy Systems, and RSA 72:70, an Exemption for Wood heating Energy Systems, as amended from time to time; and

Whereas, the City of Keene is an active participant and leader in the “Cities for Climate Protection Program;” and

Whereas, the City Council of the City of Keene wishes to modify the Exemption for Solar Energy, Wind Powered Energy and Wood-heating Energy Systems in recognition of energy conservation;

Now Therefore, Be It Resolved by the City Council of the City of Keene that Resolution R-2017-18 adopted May 4, 2017, is hereby rescinded through the adoption of this Resolution.

And Be It Further Resolved by the City Council of the City of Keene that, in accordance with the requirements of RSA 72:27-a, the following exemptions are hereby adopted:

“The provisions of RSA 72:62 for a property tax exemption on real property equipped with a solar energy system in an amount equal to the assessed value of the solar energy system.”

“The provisions of RSA 72:66 for a property tax exemption on real property equipped with a wind powered energy system in an amount equal to the assessed value of the wind powered energy system.”

“The provisions of RSA 72:70 for a property tax exemption on real property equipped with a wood heating energy system in an amount equal to the cost, including installation, of the wood heating energy systems, up to \$10,000.00 in value.”

This Resolution shall be effective as of April 1, 2019.

In City Council February 21, 2019.
Referred to the Finance, Organization
and Personnel Committee.

Deputy City Clerk

Kendall W. Lane, Mayor



City of Keene, N.H.
Transmittal Form

February 14, 2019

TO: Mayor and Keene City Council
FROM: Finance, Organization and Personnel Committee
ITEM: K.2.

SUBJECT: Relating to Human Rights and the Martin Luther King, Jr./Jonathan Daniels Committee

COUNCIL ACTION:

In City Council February 21, 2019.

Report filed as informational. Voted unanimously for the adoption of Resolution R-2019-04.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the adoption Resolution R-2019-04.

ATTACHMENTS:

Description

Resolution R-2019-04

BACKGROUND:

Mayor Kendall Lane addressed the Committee and stated the City has passed a number of resolutions with reference to human rights and diversity issues. The City is now starting to put some substance into those Resolutions. The Martin Luther King, Jr./Jonathan Daniels Committee has taken on some of this work and they are excited about taking on the role of a Human Rights Committee. Their primary goal will be education about cultural diversity and gender diversity.

The Mayor stated there are a number of groups working on similar activities and this would coordinate and bring them all together and move the community forward. The Mayor explained this Resolution is an intermediate step, as the City has already indicated it is a welcoming City by other Resolutions it has passed. This takes those prior Council actions and translates them into a single document. Upon adoption of the Resolution, an Ordinance would be introduced to formally amend the City Code to reflect the new name and charge of the Committee.

Mr. Bohannon stated he is the staff liaison to the committee. Over the last months there have been new members coming on board and a lot of work is being done. The committee has been working diligently with Dr. Dottie Morris from Keene State College, and with the College City Commission and the Cheshire Medical Center. The Mayor stated people are asking to be on this committee and the community is very anxious in moving forward in this direction

Chair Greenwald asked the Mayor to read the text of the entire Resolution at the next Council meeting.

Councilor Jacobs made the following motion which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends the adoption Resolution R-2019-04.



CITY OF KEENE

R-2019-04

Nineteen

In the Year of Our Lord Two Thousand and
Relating to Human Rights and the Martin Luther King, Jr. /Jonathan Daniels

A RESOLUTIONCommittee.....

Resolved by the City Council of the City of Keene, as follows:

WHEREAS: The Martin Luther King, Jr. /Jonathan Daniels Committee’s mission is to promote the principles of social justice, non-violence, equality, and multiculturalism through educational programs, community service and public events; and

WHEREAS: The City of Keene Comprehensive Master Plan encourages outreach and education to all citizens to create an ethic of tolerance and general respect for others; and

WHEREAS: The City of Keene has gone on record in support of human rights for all and in opposition to social intolerance and discrimination against any person in regard to any invidious classification, including race, color, creed or sexual orientation; and

WHEREAS: The City of Keene has gone on record in support of gender identity protections, and in support of equal rights for immigrants; and

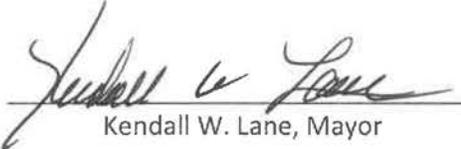
WHEREAS: The City of Keene has a long and rich history of welcoming and successfully integrating diverse groups of people, including immigrant groups into its civic life; and

WHEREAS: Immigrants can, in particular, contribute essential skills as employees and entrepreneurs, thereby strengthening our local economy and our cultural diversity; and

WHEREAS: A diverse and sustainable workforce is necessary for the future economic development of our community;

Now, therefore, the Martin Luther King, Jr. /Jonathan Daniels Committee's focus and mission will be updated to reflect "human rights" in its name, together with the following charges:

- To celebrate and honor the significance of the lives of Martin Luther King, Jr. and Jonathan Daniels;
- To promote the principles of social justice, non-violence, equality, and multiculturalism through education programs, community service and public events;
- To encourage the elimination of barriers which may exist within the Keene community that discourage a more diverse and inclusive community.
- To reassure and support minorities who may feel unwelcome in Keene.
- To educate the community on the advantages of a more diverse and inclusive community.


Kendall W. Lane, Mayor

In City Council February 7, 2019.
Referred to the Finance, Organization
and Personnel Committee.


City Clerk

PASSED February 21, 2019

A true copy;
Attest:


Deputy City Clerk