



PLANNING, LICENSES AND DEVELOPMENT COMMITTEE
Council Chambers A, Keene City Hall
June 7, 2023
6:00 PM

A. AGENDA ITEMS

1. City of Keene Housing Needs Assessment
2. Keene Elm City Rotary Club - Request to Use City Property - DeMar Marathon - September 24, 2023
3. Let it Shine - Request to Use City Property - 2023 Pumpkin Festival - October 21, 2023
4. Jim Hennessey - Request to Use City Property Adjacent to Railroad Square - Outdoor Dining
5. Hundred Nights - Request to Use City Property - Dumpster on Lamson Street
6. Relating to an Amendment to the Land Development Code - Accessory Dwelling Units
Ordinance O-2023-06
7. Relating to an Amendment to the Land Development Code - Application Procedures
Ordinance O-2022-19-B

B. MORE TIME ITEMS

NON PUBLIC SESSION

ADJOURNMENT



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: June 7, 2023
To: Planning, Licenses and Development Committee
From: Mari Brunner, Senior Planner
Through: Jesse Rounds, Community Development Director
Elizabeth Dragon, City Manager
Subject: **City of Keene Housing Needs Assessment**

Recommendation:

To accept the report and proposed housing strategies as informational.

Attachments:

None

Background:

In October 2022, the City of Keene hired Camoin Associates, an economic development consultant, to conduct a Housing Needs Analysis for the City of Keene. The Needs Analysis identifies existing housing conditions within the City of Keene, documents forces that affect housing supply and demand now and over the next 10 years, and identifies gaps or deficiencies in maintaining access to safe, resilient, and reliable housing. In addition, the report includes proposed strategies and actions that the city and partners can take to address the housing needs identified within the report. The draft report and strategy are available to view online: <https://keenenh.gov/community-development/housing>. An updated report and strategy will be posted on this webpage by the morning of May 10th.

This report is funded by the InvestNH Municipal Planning & Zoning Grant Program, funded by the NH Department of Business and Economic Affairs as part of the \$100 million InvestNH Initiative with ARPA State Fiscal Recovery funds.



May 1, 2023

Mayor George Hansel
Keene City Council
3 Washington St
Keene, NH 03431

Re: 45nd Annual Clarence DeMar Marathon and 9th Annual DeMar Half Marathon
Request for City Event permit

Dear Mr. Mayor and City Councilors,

The Keene Elm City Rotary Club respectfully requests an event permit for our official City of Keene Community Event; the annual Clarence DeMar Marathon and DeMar Half Marathon to be held on Sunday, September 24th 2023. A part of our event includes the Kids DeMar Marathon and Super Senior DeMar Marathon programs.

I invite all members of city government and staff to join us on the quad at Keene State College to experience the energy and personal accomplishment of so many people on race day.

I am available for any questions you might have.

Yours in service,

A handwritten signature in black ink, appearing to read "Alan Stroshine".

Alan Stroshine, Race Director
Member, Keene Elm City Rotary Club

Keene Elm City Rotary
PO Box 1786
Keene, NH 03431

Clarence DeMar Marathon Corp is a 501c3 organization – Tax ID: 02-0454040



ITEM #A.3.

CITY OF KEENE NEW HAMPSHIRE

Meeting Date: June 7, 2023
To: Planning, Licenses and Development Committee
From: Mike Giacomo - Chairman of the Board
Through: Patricia Little, City Clerk
Subject: **Let it Shine - Request to Use City Property - 2023 Pumpkin Festival - October 21, 2023**

Recommendation:

Attachments:

1. Communication_Pumpkin Festival

Background:

Mr. Giacomo is requesting the City Council approve the issuance of a license for the 2023 Pumpkin Festival, scheduled for October 21, 2023. The applicant has met with City staff to coordinate a safety plan, and has applied for funding under the Community Funded Events budget to assist with the cost of City services.



June 5, 2023

Honorable Mayor and Keene City Council,

The Let It Shine Board would like to submit its request for a license for the 2023 Keene Pumpkin Festival. We have a new, revitalized board dedicated to bringing back the Keene Pumpkin Festival to downtown Keene. Like the Gathering of the Gourds event last year, this festival focuses on a safe, family-friendly atmosphere that will help celebrate Keene’s tradition, while keeping it more local to the region.

Our protocol process is moving along well after three meetings, with no major hurdles to creating a festival the city departments would feel comfortable with supporting. We will continue to update required documentation and if City Council would like these updates, we will happily provide them.

The high-level points from this year’s festival (as compared to past festivals and GotG) are as follows:

- Requested street closures will include Main Street from Railroad Street to Central Square during Saturday October 21, the Central Square slip lane from Thursday, October 19 through Sunday October 22 (to allow for safe erection and disassembly of a tower), and Railroad street and the Central Square rotary lane as-needed between those days as well for pumpkin distribution from schools and loading of the tower.
- No counting of pumpkins will occur, nor will any Guinness attempts be made. We would like to emphasize this to not be a competition, but a community, and we feel this is a good way to accomplish this aim.
- Like the past festivals before GotG, all local elementary schools will be invited to carve and display pumpkins.
- A limited number of non-profits will be selling food, and several of the craft vendors from last year will return to sell their wares.
- Local businesses will once again host trick-or-treating for children.
- Promotion will be targeted specifically to Cheshire County and immediately adjacent region.
- The festival date has been coordinated to align with KSC parent’s weekend.

We (and so many in the community), are excited to celebrate this festival downtown once again, and we are looking forward to working with the City of Keene and the City Council so that the Keene Pumpkin Festival can truly be a success for the region.

Thank you for your time and consideration.

Sincerely,

The Let It Shine Board

Michael Giacomo
Chairman of the Board, Let It Shine



CITY OF KEENE NEW HAMPSHIRE

Meeting Date: June 7, 2023
To: Planning, Licenses and Development Committee
From: Jim Hennessey - Owner
Through: Patricia Little, City Clerk
Subject: **Jim Hennessey - Request to Use City Property Adjacent to Railroad Square - Outdoor Dining**

Recommendation:

Attachments:

1. Communication_Hennessey's

Background:

Mr. Hennessey is requesting permission to extend outdoor seating onto the City right-of-way adjacent to his establishment in the grass area abutting Railroad Square. He is requesting the Council authorize the service of alcohol in this location.

Although this is not technically a "Sidewalk Cafe", Mr. Hennessey has completed an application for a Cafe license to provide the applicable details to satisfy the Cafe Guidelines. The staff has identified various conditions for this location that would be included in an administrative license for the Use of City Property, including time limitations for the use of the space, and site-specific conditions related to drainage, etc.



May 25, 2023

To: City of Keene
3 Washington Street
Keene, NH 03431

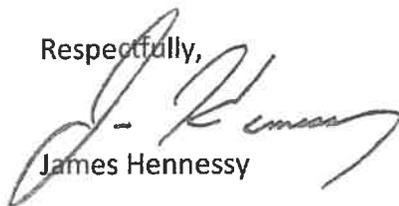
From: Railroad Street Entertainment LLC
DBA Hennessy's Bar and Grill
82 Main Street
Keene, NH 03431

Re: Cafe Permit

Dear Mayor Hansel and City Council:

Hennessy's Bar and Grill located at 82 Main Street is requesting a new sidewalk cafe license for the 2023-2024 licensing period. Ownership of the restaurant has recently changed and we understand that we must submit a new application. We seek to serve food and alcohol in the designated outdoor seating area as outlined in our proposed drawing. Please find enclosed the application. Thank you very much for your time and consideration.

Respectfully,



James Hennessy



APPLICATION FOR LICENSE

Sidewalk Café License

(Please print or type)

Applicant's Name James Hennessy Telephone 603-486-8166
Applicant's Mailing Address 30 Sawmill Drive Jaffrey, NH 03452
Business Name Hennessy's Bar and Grill Telephone 603-486-8166
Business Address 82 main Street Keene, NH 03431
Email Address jimh@ptcmech.com

Please answer the following questions regarding your proposed Sidewalk Café:

1. Are you planning to change your previously approved plot plan? YES NO

Number of Tables _____ Number of Chairs _____ Number of Planters _____

2. Are you planning on utilizing multiple storefronts? YES NO

If so, please identify the other locations adjacent to yours that would be encumbered
(an additional \$100 fee per location will apply)

3. Will alcohol beverages be served? YES NO

4. Please provide information regarding restroom facilities available at your establishment:

Number/Types of Restrooms Male 1 Female 1 Unisex _____

Number of Sinks 2 Number of Toilets 4 Number of Urinals 1

5. Please provide the permitted number of patrons inside your establishment 247
(this information can be found on your current permit of assembly)

6. Please describe any fencing or barriers you will be using to delineate your space, including the method of affixing and materials Four foot white PVC picket fencing will surround the space

7. Will electricity be run to the site? YES NO

If so, will the power be sourced from your own electrical service or will you be asking for access to City electrical? our own electrical service
(an additional fee of \$60 will apply if use of City electrical is approved)

8. Will there be overhead lighting in the café space?

YES NO

9. Are canopies, tents or umbrellas going to be used to provide shelter to patrons? YES

NO

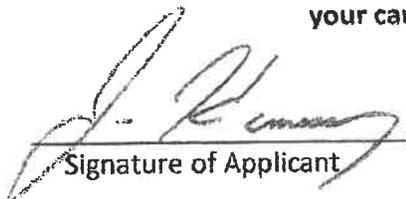
If so, please describe the number, type, size, and means of affixing _____

OTHER SUBMISSIONS

	\$100 application fee (+ \$100.00 additional per storefront if using multiple storefronts)
	Layout plan of seating area , Scaled plan in compliance with Sidewalk Café Guidelines (Enclosed for reference) The plan will be reviewed and an onsite inspection will occur annually at time of license issuance.
	Certificate of Liability Insurance in the amount of \$1,000,000 listing City of Keene as additional insured.
	Signed Indemnification Agreement (To be executed upon approval of layout plan)
	Signed permission from the adjacent property owner(s), if café will extend beyond licensed establishment (if using multiple storefronts)
	Copy of your NH Liquor License (If serving alcohol)
	Letter addressed to the Mayor and City Council requesting permission to serve alcohol on City Property

We accept cash, check or card payments

If you would like to pay by credit card please call our office at (603) 352-0133 x2 to provide your card information (a 2.75% service fee will apply)


Signature of Applicant

5/25/23
Date Signed


Signature of Property Owner
(If not the City of Keene)

(For office use only)

Date Application and Fee Received 6/1/23 Date Plot plan Received

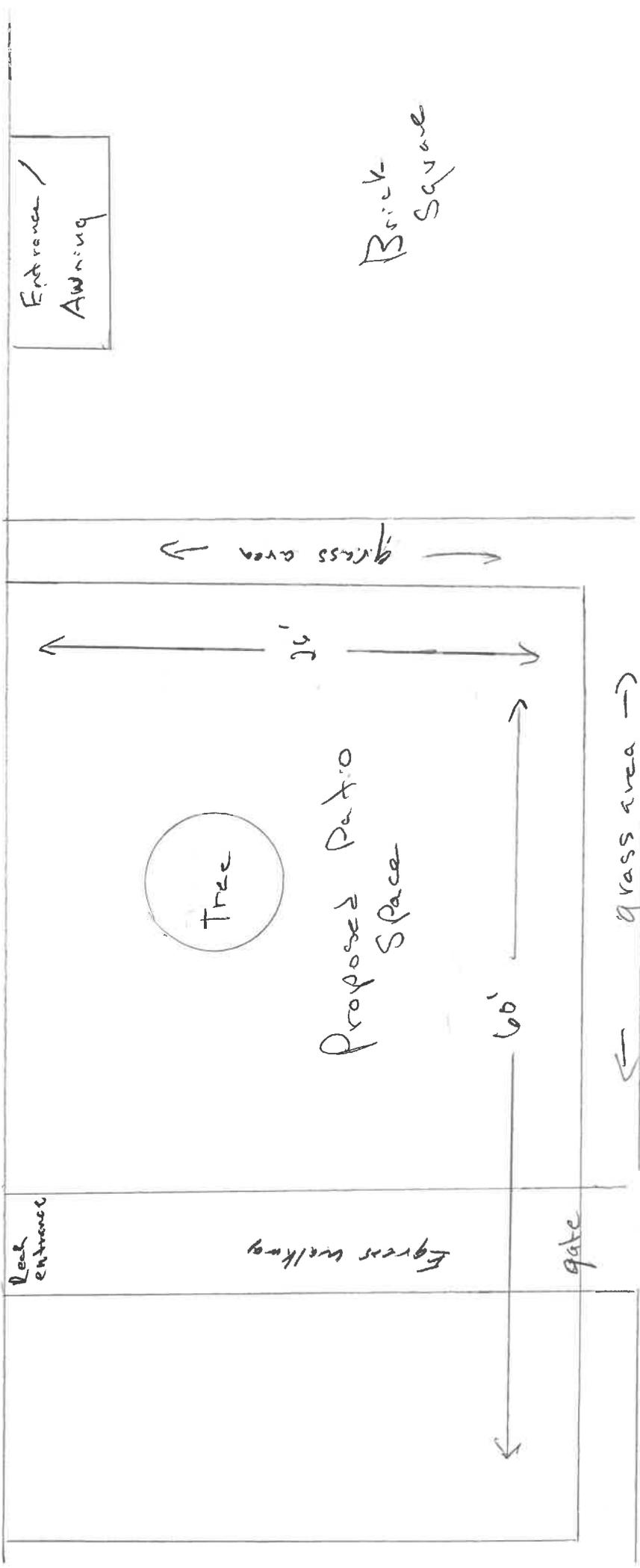
Staff Review Completed (date completed) ___ Comm. Dev. ___ Fire ___ Public Works ___ Parking

Date License Approved _____ By _____
Assistant City Clerk

License Expires _____

Hennesseys Bar + Grill

← Building →



Bike path

grass

Mulch



ITEM #A.5.

CITY OF KEENE NEW HAMPSHIRE

Meeting Date: June 7, 2023
To: Planning, Licenses and Development Committee
From: Mindy Cambiar - Executive Director
Through: Patricia Little, City Clerk
Subject: **Hundred Nights - Request to Use City Property - Dumpster on Lamson Street**

Recommendation:

Attachments:

1. Communication_Hundred Nights
2. Previous License_Lamson St Dumpster

Background:

Ms. Cambiar is requesting permission to temporarily place a dumpster on Lamson Street as they continue to remove materials and debris from the former Hundred Nights Shelter location. In 2013, the previous property owner of 25-27 Main Street received City Council authorization in the form of a long-term license for the Use of City Property to place a dumpster in this location. The dumpster is still there; however, the license is non-transferrable. In the absence of a license under the correct property owner, the dumpster will need to be removed.



HUNDRED NIGHTS INC.

Reaching for the Warmth of Home

Emergency Shelter & Open Doors Resource Center

P.O. Box 833

17 Lamson Street

Keene, NH 03431

(603) 352-5197

www.hundrednightsinc.org

Tax ID: 45-2798171

Patti Little
Keene City Clerk
3 Washington St
Keene, NH 03431

June 5, 2023

Hello Patti,

I am writing to see if Hundred Nights can request to be on the agenda of an upcoming City Council meeting? We would like to request permission to keep the dumpster that is on City Property in the alleyway on Lamson St. until we are all moved out of the building and into our new facility. Our landlord, Patti Moreno, waited to show me the letter from Kurt Blomquist saying she did not have permission to keep the dumpster there until we switched the dumpster into our name - as we needed a bigger one to get rid of things we are not moving with us.

Thank you for your help!

Best,

Mindy Cambiar
Executive Director



The mission of Hundred Nights, Inc. is to provide shelter and crisis related services to those at risk of or experiencing homelessness. Our goal is to collaborate with and educate the community to see, hear and support those among us who are equally deserving of dignity but who currently lack the means to live independently. Our vision is a community whose members, regardless of means, are equally valued and supported.

City of Keene
NEW HAMPSHIRE

**REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT**

NOW COME, the City of Keene, a New Hampshire municipal corporation with its principal place of business located at 3 Washington Street, Keene, New Hampshire 03431 (hereinafter “City”) and Timoleon Chakalos d/b/a Timoleon’s Restaurant of 25-27 Main Street, Keene, New Hampshire 03431 (hereinafter “Licensee”) and agree as follows:

WHEREAS, at its meeting on August 1, 2013 the City Council granted the request of Licensee for the use of City property located within the right-of-way on Lamson Street (“Premises”) for the following purpose: placement of not more than two solid waste/recycling dumpsters, and under the following conditions, if any:

- Compliance with any recommendations from City staff;
- The location of the dumpster(s) shall be coordinated with City staff and shall not interfere with the movement of vehicles and pedestrians along Lamson Street;
- Licensee is responsible for keeping the area around the dumpster(s) clean and free from debris, garbage and other materials;
- The license granted is personal to the Licensee and is not assignable or transferable; and
- subject to the execution of a revocable license and indemnification agreement and the receipt of a certificate of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) listing the City as an Additional Insured (“Agreement”); and

WHEREAS, the parties wish to memorialize the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the rights and obligations as stated herein, and for further consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. In consideration for the license granted herein, Licensee, on behalf of itself, its agents, employees, contractors, invitees, or trespassers (collectively “Licensee”) does hereby agree to indemnify, defend, and hold the City, its officers, agents, employees, successors and assigns (collectively “City”), harmless from and against any claims, costs, losses, damages, causes of action, personal injuries, property damage (including any damage to the Premises), legal and administrative proceedings, liabilities, defenses, penalties, fines, liens, judgments, and expenses (including all costs, attorney(s)’ fees and related expenses), whether at law or in equity (collectively “Claims”), relating to or arising from the use of the Premises by Licensee. **Licensee understands and agrees that Licensee’s obligation to indemnify, defend, and hold the City harmless includes any**

Claims based on alleged negligent acts of the City arising from or related to Licensee's use of the Premises.

B. Licensee agrees to defend the City, its officers, agents, employees, successors and assigns, from and against any and all Claims brought against the City with respect to the subject of the indemnification agreement contained herein, whether such Claims are rightfully or wrongfully brought or filed. In the event that Claims should be brought or an action filed with respect to the subject of the indemnification agreement provided for herein, the City may employ any attorney(s) to appear and defend the Claims on behalf of the City, at the sole expense of Licensee.

C. In the event that Claims should be brought or an action filed with respect to the subject of the indemnification agreement provided for herein, Licensee and the City may employ any attorney(s) upon whom they mutually agree to appear and defend the Claims on behalf of the City at the sole expense of the Licensee; provided, however that in the absence of mutual agreement the selection of legal counsel shall be at the sole discretion of the City.

D. The City and the Licensee each agree to notify the other party in writing by Certified Mail within thirty (30) days of the receipt of any notice of Claims, at the address for each party stated above.

E. This Agreement is conditional upon the following:

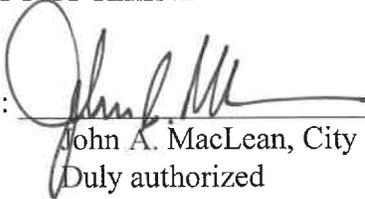
1. The City shall not waive any of its rights to municipal or governmental immunity or limitations as to liability and this Agreement shall not constitute such a waiver.
2. The City retains the right to revoke or terminate the license contained herein at any time with or without cause, but all other terms and conditions of this Agreement shall remain in effect unless terminated in writing by the City. Licensee shall remove any of its property from the Premises upon revocation of the license. If Licensee fails to remove its property within 10 business days of the date of revocation, the property may be removed and disposed of by the City at the sole expense of Licensee.
3. Licensee shall provide satisfactory proof to the City of general liability insurance in the minimum amount of One Million Dollars (\$1,000,000), with the City of Keene listed as an additional insured.
4. The license granted pursuant to this Agreement is personal to the Licensee and is not assignable. Any attempt by Licensee to assign the license granted herein shall terminate the license but all other terms and conditions of this Agreement shall remain in effect unless

terminated in writing by the City. Licensee shall coordinate its activities with City staff and comply with any necessary conditions.

F. In any action brought by the City to enforce the terms of this Agreement, the City shall be entitled to recover its costs, expenses, and reasonable attorney(s)' fees from Licensee.

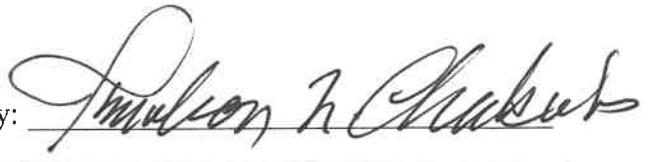
CITY OF KEENE

Date: _____

By:  _____
John A. MacLean, City Manager
Duly authorized

All of the rights, obligations, and conditions of this Revocable License and Indemnification Agreement are understood and agreed to by:

Date: _____

By:  _____
(print name here)
Its: TIMOLEON N. CHABALOS
Duly authorized



CITY OF KEENE

In the Year of Our Lord Two Thousand and Twenty Three

AN ORDINANCE Relating to Amendments to the Land Development Code, Accessory Dwelling Units

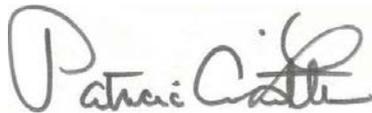
Be it ordained by the City Council of the City of Keene, as follows:

That Chapter 100 of the Code of Ordinances of the City of Keene, New Hampshire, as amended, is hereby further amended by deleting the stricken text and adding the bolded and underlined text, as follows.

1. That Section 1.3.3 “Setbacks & Build-To Dimensions” of Article 1, subsection 4.e “The following structures may encroach up to 10-ft from the rear lot line of lots in residential zoning districts.” be amended as follows:
 - a. **iv. Accessory Dwelling Units, either detached or attached**
2. That Section 8.4.2.A “Accessory Dwelling Unit (ADU)” of Article 8, subsection 1 “Defined” be amended as follows:
 - a. Defined. An independent living unit ancillary to a single-family dwelling ~~unit~~ and under the same ownership as the principal dwelling unit. The unit may be an attached Accessory Dwelling Unit (ADU), located within or attached to the principal dwelling unit, or a detached ADU, located in **or as** a detached accessory building on the property.
3. That Section 8.4.2.2 “Use Standards” of Article 8, subsection c be amended as follows:
 - c. ~~Attached ADUs~~ **ADUs shall be permitted in any district and on any lot that contains a single-family dwelling. This shall include any legal non-conforming single-family dwelling.**
 - i. ~~Attached ADUs shall only be permitted in the Agriculture, Rural, Low Density, Low Density 1, Medium Density, High Density, High Density 1, Neighborhood Business, Office, Residential Preservation, and Downtown Transition Districts.~~
 - ii. ~~Attached ADUs shall have a minimum gross floor area of 400-sf. In no case shall the gross floor area exceed 800-sf.~~

4. That Section 8.4.2.2 “Use Standards” of Article 8, subsection d be amended as follows:
- d. ~~Detached ADUs~~ **ADUs shall not exceed a maximum gross floor area of 1000-sf.**
 - i. ~~Detached ADUs shall only be permitted in the Agriculture and Rural Districts.~~
 - ii. ~~Detached ADUs shall have a minimum gross floor area of 400-sf, and, in no case, shall the floor area be greater than 50% of the gross floor area of the principal dwelling unit or greater than 1,000-sf, whichever is less.~~
5. That Section 8.4.2.2 “Use Standards” of Article 8, subsection f be amended as follows:
- f. ~~No more than 2 parking spaces shall be permitted for an ADU.~~ **Only 1 parking space shall be required for an ADU.**
6. That Section 8.4.2.2 “Use Standards” of Article 8, subsection k be added as follows:
- k. An ADU is subject to the same overlying zoning district’s dimensions & siting, buildout, and height requirements, as permitted by RSA 674:72, that would be required for a single-family dwelling without an ADU. In the case of zoning districts that do not allow a single-family dwelling, the zoning district’s dimensions & siting, buildout, and height requirements shall apply.**
 - i. An ADU may encroach up to 10-ft from the rear lot line of any lot where an ADU is permitted.**

In City Council March 16, 2023.
Referred to the Joint Planning
Board and Planning, Licenses and
Development Committee.



Patricia Castle
City Clerk

George S. Hansel, Mayor



CITY OF KEENE

In the Year of Our Lord Two Thousand and Twenty Two

AN ORDINANCE Relating to Amendments to the Land Development Code

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

That the Code of Ordinances of the City of Keene, New Hampshire, as amended, is hereby further amended as follows.

1. That the City of Keene Land Development Code, Chapter 100, as amended, is further amended by deleting the stricken text and adding the bolded and underlined text, as follows.

A. Delete the stricken text in Section 9.2.7.C.2 “Major Reduction Request” of Article 9 – Parking and Driveways, as follows.

- 2. In determining whether to grant a special exception, the Zoning Board of Adjustment shall make the following findings ~~in addition to those required for a special exception.~~
 - a. The specific use or site has such characteristics that the number of required parking spaces is too restrictive.
 - b. The requested reduction will not cause long term parking problems for adjacent properties or anticipated future uses.

B. Amend Section 9.3.2.2 of Article 9 - Parking & Driveways to clarify that the three foot setback from the side property line is not required for common driveways that serve more than one lot, as follows.

The driveway and associated parking space(s) shall be a minimum of 3-ft from the side property line. **Common driveways approved by the Planning Board or its designee shall be exempt from the side property line setback required by this Article.**

C. Delete the stricken text in Section 11.6.1.3 of Article 11 - Surface Water Protection, as follows. This proposed change is to eliminate redundancy with Section 11.5.I.1 of Article 11.

Construction of new roads, driveways (~~excluding single and two family driveways~~), and parking lots.

D. Delete the stricken text and add the bolded underlined text to Section 13.1.3.C, “Exemptions” of Article 13 – Telecommunications Overlay District, as follows. The intent of this proposed change is to clarify that collocation and modification applications, as defined in NH RSA 12-K, are exempt from the requirement to obtain a conditional use permit and major site plan review.

~~Telecommunications facilities placed on existing mounts, building or structures, or~~

Collocations or modifications to existing telecommunications facilities, provided that the proposed facility or facilities do not meet the definition of substantial modification per NH RSA 12-K.

- E. Add the bolded underlined text to Section 13.2.5 “Camouflaged Telecommunications Facilities” of Article 13 – Telecommunications Overlay District as follows, and update Table 13-1 to reflect this change. The intent of this proposed change is to clarify that the installation of a brand new telecommunications facility on a building or structure would require the issuance of a conditional use permit and major site plan review.

The installation of new ground-mounted **or structure mounted** towers and antennas, if camouflaged, or a substantial modification to an existing tower or mount that would maintain its camouflage, may occur within Zone 2 or Zone 3 of the View Preservation Overlay (Figure 13-1). All camouflaged facilities shall require the issuance of a building permit, conditional use permit, and major site plan review.

Table 13-1: Permitted Telecommunications Facility Types

Facility Type		Zone 1*	Zone 2*	Zone 3*	Historic District
Structure Mounted (Mounted on an existing building or structure other than a tower)	Collocation/Modification	P	P	P	P
	Fully Concealed	P	P	P	P
	Substantial Modification	CUP + SPR	CUP + SPR	CUP + SPR	CUP + SPR
	<u>Camouflaged/Non-Camouflaged (New)</u>	<u>CUP + SPR</u>	<u>CUP + SPR</u>	<u>CUP + SPR</u>	<u>CUP + SPR</u>
Ground Mounted (Mounted to the ground or a tower constructed primarily for the purpose of supporting telecommunications facilities)	Collocation/Modification	P	P	P	P
	Camouflaged (New)	-	CUP + SPR	CUP + SPR	-
	Non-Camouflaged (New)	-	-	CUP + SPR	-

"P" = Permitted, subject to building permit " - " = Facility Not Permitted
 "CUP" = Requires Conditional Use Permit "SPR" = Requires Site Plan Review
 *Zone 1, Zone 2, and Zone 3 of the View Preservation Overlay (see Figure 13-1)

- F. Amend the following sections of Section 25.4 “Land Development Code Amendments,” Sub-section 25.4.3 “Procedure,” and add a new section “D” for amendments to Articles 22-28.

25.4.3 Procedure

In addition to the common application and review procedures of this Article, the following procedures shall apply with respect to proposed amendments to this LDC.

- A. ~~Articles 1 through 18, and Articles 22 through 28.~~ For amendments proposed to Articles 1 through 18 ~~and Articles 22 through 28~~ of this LDC, the same application and review procedures shall be followed as those described in Section 25.3 of this LDC, with respect to amendments to the Zoning Regulations and Zoning Map.
- B. **Articles 19, and 20, and Sections 25.10-25.14 of Article 25 - "Subdivision Regulations," and "Site Development Standards," and Planning Board Application Procedures.** For amendments proposed to Articles 19, ~~and 20,~~ **and Sections 25.10**

through 25.14 of Article 25 of this LDC, the following procedures shall apply.

1. Planning Board Public Hearing. In accordance with NH RSA 675:6, the Planning Board shall hold a public hearing on the proposed amendments, and shall decide on whether they should be approved, approved with amendments, or denied. If the Planning Board denies the proposed amendments, the process shall come to an end.
 - a. Notice for this public hearing shall be provided pursuant to NH RSA 675:7.
2. Introduction to and Review by Council. Following either approval or approval with amendments by the Planning Board, the proposed amendments shall be submitted to City Council as a draft ordinance. Such ordinance shall be referred to the Planning, Licenses, and Development Committee for a recommendation to City Council. Upon receipt of such recommendation, the City Council shall vote to approve or disapprove the ordinance.
3. Filing. Following approval by City Council, the amended regulations shall be certified by a majority of the Planning Board, and shall be placed on file with the City Clerk in accordance with NH RSA 675:8. A copy of the amended regulations shall be sent to the NH Office of **Planning and Development (OPD)**~~Strategic Initiatives (OSI)~~ for filing pursuant to NH RSA 675:9; provided, however, that failure to file the amended regulations with ~~OSI~~ **OPD** shall not affect their validity.

C. Article 21 and Section 25.15 of Article 25 – “Historic District Regulations” and “Historic District Certificate of Appropriateness.” For amendments proposed to **Article 21 and Section 25.15 of Article 25** of this LDC, the following procedures shall apply.

1. Historic District Commission Public Hearing. In accordance with NH RSA 675:6, the Historic District Commission shall hold a public hearing on the proposed amendments, and shall decide on whether they should be approved, approved with amendments, or denied. If the Historic District Commission denies the proposed amendments, the process shall come to an end.
 - a. Notice for this public hearing shall be provided pursuant to NH RSA 675:7.
2. Introduction to and Review by Council. Following either approval or approval with amendments by the Historic District Commission, the proposed amendments shall be submitted to City Council as a draft ordinance. Such ordinance shall be referred to the Planning, Licenses, and Development Committee for a recommendation to City Council. Upon receipt of such recommendation, the City Council shall vote to approve or disapprove the ordinance.
3. Filing. . Following approval by City Council, the amended regulations shall be certified by a majority of the Historic District Commission, and shall be placed on file with the City Clerk in accordance with NH RSA 675:8. A copy of the amended regulations shall be sent to the NH Office of **Planning and Development (OPD)**~~Strategic Initiatives (OSI)~~ for filing pursuant to NH RSA 675:9; provided, however, that failure to file the amended regulations with ~~OSI~~ **OPD** shall not affect their validity.

D. Articles 22-28. Unless otherwise specified in this Article, or required by state law or regulation, the following procedures shall apply for amendments proposed to Articles 22-28 of this LDC.

- 1. Introduction to and Review by City Council. The proposed amendments shall be submitted to City Council as a draft ordinance. Such ordinance shall be referred to the Planning, Licenses, and Development Committee for a recommendation to City Council. Upon receipt of such recommendation, the City Council shall vote to approve or disapprove the ordinance.**
- 2. Filing. Following approval by City Council, the amended regulations shall be placed on file with the City Clerk.**

George S. Hansel, Mayor