



PLANNING, LICENSES AND DEVELOPMENT COMMITTEE
Council Chambers A, Keene City Hall
September 13, 2023
6:00 PM

A. AGENDA ITEMS

1. Peter Espiefs - Placement of Cell Tower in Residential Neighborhood - Nuisance and Safety Hazard Concerns
2. Attorney Michael Bentley - Monadnock T Hangar Corporation - Request to Renew Existing Lease
3. Ryan Grandmont - Hawker and Peddler - Request to Place Sandwich Board on City Sidewalk
4. Roger Weinreich - Request to Use City Property - Block Party

B. MORE TIME ITEMS

1. Relating to an Amendment to the Zoning Map - 0 Ashuelot Street - High Density to Commerce
Ordinance O-2023-13

NON PUBLIC SESSION

ADJOURNMENT

June 20, 2023

FURTHER PETITION FOR RELIEF, from the largely residential
SUMMER-MIDDLE STREET neighborhood, to the City of Keene, NH

1. While the City has permitted the installation of 4-5G Cell Tower in our neighborhood to facilitate the expansion and efficiency of the Internet and the owners' business interest, it has failed to properly consider the safety of the neighbors in the placement of such Tower (only 25 feet from the Leach home).

This is especially concerning, and indicates a gross disregard of facts that should have been considered in placement of the Tower. This Tower has a WARNING which is as follows:

DANGER

Hazardous Voltage.

Will cause death, serious injury or property damage

2. Because of the unusual protruding design of the curbing at this intersection the road width is narrowed, and there have been many witnessed collisions at this site by neighbors. These have involved vehicles hitting the curb and running up to the sidewalk. This happens most often when visibility is poor—when it rains, snows, or during the night hours. It is a very busy route for cars, trucks, plows, and other equipment turning the corner while going to or from the Court House, the National Grange Insurance Company, the Public Library, and downtown Keene. During the day, parking along the south side of Summer to Court St. also contributes to the narrowing of this route.
3. Any collision with the Tower will have serious consequences, especially during evening hours when residents are asleep. Rescue vehicles would also have great difficulty approaching the scene.

Likewise, any Fire Department operations in this area will be confronted with the same and related problems in answering alarms in the area, and will have to approach it with great care because of the presence of the Tower.

Under the circumstances, this situation constitutes a NUISANCE IN FACT and IN LAW directly affecting the safety and security of the residents, and their property is at risk, as well. The Tower ought to be removed as soon as possible to an appropriate location. We PRAY that such relief may be granted.

There is no justification for its presence here.

Respectfully submitted for the neighborhood,


Peter Espiefs
29 Middle St.

WE reserve the right to appeal.

Please furnish copies to Telecom and associates

Monadnock T Hangar Corporation
PO Box 472
Keene, NH 03431

August 14, 2023

City of Keene
Attn: Mayor George S. Hansel and
Members of the City Council
3 Washington Street
Keene, NH 03431

Re: Monadnock T Hangar Corporation

Dear Mayor Hansel and Members of the City Council:

By Lease Agreement dated July 22, 1988, the City of Keene and Monadnock T Hangar Corporation entered into an agreement providing for the lease of 26,158 square feet of land at the Dillant-Hopkins Airport on which was constructed an aircraft hangar building containing twenty (20) T Hangars, so-called. The lease contemplated that Monadnock T Hangar Corporation would own the building and the individual hangars situated therein and would then lease the individual hangars to interested persons.

Shortly after the hangar building was erected, the then principals of Monadnock T Hangar Corporation decided to create a twenty (20) unit aircraft hangar condominium and to sell the individual hangars to interested parties. All of the units were eventually sold and continue to be owned by private persons or entities. The Monadnock T Hangar Corporation has continued to exist as the Manager of the condominium for purposes of assessing and collecting quarterly dues and paying all expenses including land rent to the City of Keene, insurance and utility expenses.

The July 22, 1988 Lease Agreement contained an option to renew the lease for an additional twenty (20) year term which the Monadnock T Hangar Corporation timely exercised. Our current lease with the City of Keene is dated February 17, 2010 with the lease term being from July 22, 2008 and terminating on July 22, 2028 or roughly five years hence. Although the lease does not expire for another five (5) years, the fact that it will expire in five years is having a negative effect on any unit owner that may want to sell their unit as any prospective purchaser can only be assured that they will have their hangar for the balance of the current lease term. In addition, as each hangar owner is required to maintain their hangar, including the bi-fold door, each owner has maintenance obligations which need to be tended to. With only five (5) years left to go on the existing lease, a concern has arisen that needed maintenance will be deferred if we can't be assured of getting a new lease with the City of Keene upon the expiration of the current lease.

Accordingly, on behalf of all unit owners of the Monadnock T Hangar Corporation, we request that the City of Keene now grant to Monadnock T Hangar Corporation an option to renew

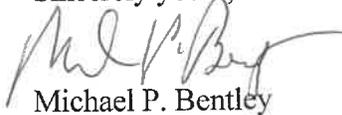
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our existing lease for an additional twenty (20) year term at the expiration of our current lease on terms consistent with the current terms or terms that may be in effect in five (5) years for land at the airport that is being leased to other tenants. By granting to us the option to renew the lease agreement for an additional twenty (20) years, any concern of a new unit owner as to how long they can stay and any maintenance issues would be resolved. Not only are we interested in an option to renew the lease for an additional twenty (20) years, we would like to discuss with the City the possibility that the new lease would also contain an option to extend the lease for a further 20 year term consistent with the initial July 22, 1988 Lease Agreement.

In our opinion, we've been a good tenant at the airport for 35 years and have met all of our obligations to the City of Keene over that period of time. Consistent with being a good tenant, I note that we are currently paying \$.34 per square foot pursuant to our lease even though the current base rate that the City is asking for at the airport is \$.30 per square foot. We understand our obligations under the lease and have strictly adhered to them. We look forward to discussing this issue with you with the hope that at the end of the day both the City of Keene and the Monadnock T Hangar Corporation can be assured of continuing our contractual relationship for many more years to come. I look forward to hearing from you.

Sincerely yours,



Michael P. Bentley

cc: All Unit Owners

To; Mayor/City Council,

During April 2023, I paid for Main street vendor location #6 as a place to begin my Hot dog vending business. In July. It was determined that the #6 location(adjacent to Local Burger) was ill suited for vending due to the expansion of café space for the business. I was given an ultimatum, to move further down Railroad Street. Or have my license revoked. So I moved.

Since moving away from the main street location my sales have fallen by about 50%, which makes my business venture barely profitable. I am seeking, permission to place a 3x2 sandwich board sign at the vendor #6 location so that I can let people know of my new location. The sign is small enough that it should not cause any obstruction and my hope is that it will help me to continue this business the way I intended.

Best Regards,

Ryan Grandmont, [REDACTED]

DBA Toastybunsofkeene@gmail.com

A handwritten signature in cursive script that reads "Ryan R. Grandmont". The signature is written in dark ink and is positioned below the typed name and contact information.

GOOD FORTUNE JEWELRY

August 23, 2023

The Honorable Mayor and City Council
Keene City Hall
3 Washington Street
Keene, NH 03431

Dear Honorable Mayor and City Council,

I am writing to ask permission to host a block party on Saturday, October 21st in front of the Good Fortune Block on Main Street. This family oriented event will take place in conjunction with The Keene Pumpkin Festival and will feature live music, local food vendors, participatory games and art activities.

The block party will begin at 2 pm and involves closing the northbound lanes of Main Street from Eagle Court to Cypress Street. Vehicle traffic will be routed onto Eagle Court and the event will be similar to the block parties that we have produced in the past.

Our goal is to create an event that serves to increase the vitality of downtown and expands the footprint of the Pumpkin Festival to include more of the Main Street Business Community.

We look forward to working with city staff to create a safe and enjoyable experience for everyone.

Sincerely,



Roger Weinreich

President, Good Fortune Jewelry & Pawn

110 Main Street • Keene • New Hampshire 03431 • (603) 357-7500

www.GoodFortuneJewelry.com