



City of Keene  
*New Hampshire*

**FINANCE, ORGANIZATION  
AND PERSONNEL COMMITTEE  
AGENDA  
Council Chambers B  
November 10, 2016  
6:30 PM**

Mitchell H. Greenwald  
Carl B. Jacobs  
Terry M. Clark  
Thomas F. Powers  
Jay V. Kahn

- 
1. Peg Bruce/Keene Kiwanis Club - Donation of Tree Lighting Supplies
  2. Acceptance of Grant - NH Attorney General's Drug Task Force - Police Department
  3. Acceptance of Donations to Library Renovation Project - Campaign Manager for the Next Chapter Campaign
  4. Ambulance Service Contracts - Fire Department
  5. Tax Deeds for Unpaid 2012 & 2013 Property Taxes - Finance Department

**MORE TIME ITEMS:**

- A. Charter Employee Evaluation Process - FOP COM
- B. Relinquishment of Easement to Parking Spaces on Railroad Property on Behalf of Monadnock Food Co-op

Non Public Session  
Adjournment



City of Keene, N.H.  
*Transmittal Form*

November 8, 2016

**TO:** Finance, Organization and Personnel Committee

**FROM:**

**THROUGH:** Patricia A. Little, City Clerk

**ITEM:** 1.

**SUBJECT:** Peg Bruce/Keene Kiwanis Club - Donation of Tree Lighting Supplies

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**ATTACHMENTS:**

Description

Kiwanis Club Communication

**BACKGROUND:**

The Keene Kiwanis Club was granted permission to store their tree lighting supplies at the Public Works Facility. The license was granted subject to receipt of liability insurance and execution of a revocable license. In a subsequent letter to the City Council, the Kiwanis Club requested that the liability insurance be waived and that the term of the license be ongoing. That communication was referred to City staff. The City staff recommended that the Kiwanis Club donate their supplies to the City. When needed, the Keene Kiwanis Club would be given access to the supplies.



# Kiwanis®

## CLUB OF KEENE

November 7, 2016

PMB Box 451  
63 Emerald Street  
Keene, NH 03431  
keenekiwanis.org

### OFFICERS:

Paul Bothwell  
*President*

David Ganio  
*Vice President*

Peg Bruce  
*Past President*

Janet Genatt  
*Treasurer*

Sue Farrell  
*Co-Treasurer*

Peg Bruce  
*Secretary*

Phyllis Custer  
*Co-Secretary*

### DIRECTORS:

Carl Allen

Phyllis Custer

James Faux

Pamela Little

Eli Rivera

Arthur Trombly

### PAST PRESIDENTS:

Peg Bruce 2015-16

David Ganio 2014-15

Beth Healy 2013-14

Gary Grashow 2012-13

Carl Allen 2011-12

Michael Haines 2010-11

Jodi Turner 2009-10

Judy Kalich 2008-09

Art Trombly 2007-08

Michael Ward 2005-07

Finance, Organization and Personnel Committee  
3 Washington Street  
Keene, NH 03431

Re: Donation of Tree Lighting supplies to the City of Keene and plan to store such supplies at the Public Works Facility in Keene

Dear Committee Members:

The Keene Kiwanis Club submitted an additional request at the October 6<sup>th</sup> City Council meeting in regards to the license that we were given at the September 15, 2016 City Council meeting allowing us to store Tree Lighting supplies at the Public Works Building at 350 Marlboro Street. We inquired as to the possibility of having the insurance requirement waived for this license for the use of City Property. We also asked if it might be possible to have the agreement be ongoing.

At the October 6<sup>th</sup> City Council meeting our request was referred back to City staff. The solution that has been suggested by City staff is that the Kiwanis Club of Keene will donate the supplies to the City of Keene that we would like stored on City Property. Once they are the property of the City, then we would no longer have a need to provide insurance coverage. There also would be no need to have a license to store these supplies. We would still have access to the supplies when needed to decorate downtown Keene each year and to continue to coordinate the Annual Tree Lighting Celebration.

The Board of Directors of the Kiwanis Club of Keene met on November 1, 2016 and voted to donate the supplies to the City of Keene. We plan to create an inventory of the items so that there is a record of which items are being donated and then stored at the Public Works Facility.

As mentioned in our letter from October 4<sup>th</sup>, the Kiwanis members are covered by our insurance for activities that involve the events that we do and our members would be covered for any injuries that might be sustained getting or returning these supplies from the Public Works Facility.

The Kiwanis Club of Keene is dedicated to improving the lives of children in our community.

I am happy to answer any questions and attend the appropriate meetings to have this solution to our request heard.

Thank you for your consideration of this request.

Sincerely,

*Peg Bruce, Secretary*

Peg Bruce, Secretary  
Kiwanis Club of Keene  
Email: [bru.peg@ne.rr.com](mailto:bru.peg@ne.rr.com)  
Phone: 603-762-7276



City of Keene, N.H.  
*Transmittal Form*

October 21, 2016

**TO:** Finance, Organization and Personnel Committee

**FROM:** Brian Costa, Police Chief

**THROUGH:** Medard Kopczynski, City Manager

**ITEM:** 2.

**SUBJECT:** Acceptance of Grant - NH Attorney General's Drug Task Force - Police Department

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**RECOMMENDATION:**

That the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a grant award from the State of New Hampshire Department of Justice for \$40,000 in overtime reimbursement expense for City fiscal year 2017.

**ATTACHMENTS:**

Description

**BACKGROUND:**

The Keene Police Department has one detective assigned to the New Hampshire Drug Task Force. This assignment can create at least one or two half shifts per week in overtime expense. The purpose of this grant is to cover the cost of overtime incurred by the assignment of a Keene Police Officer to the New Hampshire Attorney General's Drug Task Force. We have received and utilized this grant, in varying forms, in each of the past many fiscal years.



City of Keene, N.H.  
*Transmittal Form*

October 25, 2016

**TO:** Finance, Organization and Personnel Committee

**FROM:** Patty Farmer, Campaign Manager for the Next Chapter Campaign

**THROUGH:** Medard Kopczynski, City Manager

**ITEM:** 3.

**SUBJECT:** Acceptance of Donations to Library Renovation Project - Campaign Manager for the Next Chapter Campaign

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**RECOMMENDATION:**

That the City Council accepts donations of \$347,443.45 listed in the August and September statements of the Cambridge Trust Bank (See attached reports) to be deposited into the Library Renovation Temporarily Restricted City Trust as part of the Next Chapter Campaign Drive.

**ATTACHMENTS:**

Description

Cambridge Trust Reports

Donation list for August and September

**BACKGROUND:**

On June 30, 2015 the City Council authorized the establishment of a Temporarily Restricted City Trust Fund to receive and distribute funds for the Library Renovation Project. The Friends of the Library have hired Patty Farmer as Campaign Manager. Together with the Library Trustees, they have put in place a campaign committee with Judith Putnam and Alfreida (Dita) Englund as Co-Campaign Chairs and Ernest Hebert as the Honorary Chair.

The first step of the campaign was to solicit donations and pledges from the Library Trustees, Friends of the Library Board and Campaign Committee members. We have one hundred percent participation. Since early 2016, the campaign committee has been reaching out to individuals in the community, foundations and corporations. The attached reports contain details of the monies received in August and September. Donors have received acknowledgement of their donations.

In mid-October we entered into the public phase of the campaign. The intent is to bring forward Cambridge's monthly reports for acceptance by the City Council. The reports will then go to the Trustees of the City held Trust funds for approval and acceptance. This process was reviewed by the City Finance Department, the Library Trustees, the Friends of the Library Board, the City Attorney and Terry Knowles, Assistant Director, Charitable Trust Unit of the Department of the Attorney General.

MS-9 CRF LIBRARY  
 REPORT OF THE TRUSTEES OF TRUST FUNDS FOR THE CITY OF KEENE, NH  
 FOR PERIOD ENDING JUNE 30, 2017  
 LIBRARY RENOVATION TRUST FUND (ACCOUNT NUMBER XXXXX90)  
 AS OF: SEPTEMBER 30, 2016

| DATE OF<br>CREATION | NAME OF<br>TRUST FUND   | PURPOSE    | HOW<br>INVESTED | %         | Principal                 |                                    |                            |                   |             | Income                                        |                           |           |                  |                | EXPENDED<br>DURING PERIOD | BALANCE<br>END OF MONTH<br>SEPTEMBER 30, 2016 |
|---------------------|-------------------------|------------|-----------------|-----------|---------------------------|------------------------------------|----------------------------|-------------------|-------------|-----------------------------------------------|---------------------------|-----------|------------------|----------------|---------------------------|-----------------------------------------------|
|                     |                         |            |                 |           | BALANCE BEGIN<br>OF MONTH | ADDITIONS/<br>NEW FUNDS<br>CREATED | CASH<br>GAINS OR<br>LOSSES | PRINCIPAL<br>FEES | WITHDRAWALS | BALANCE<br>END OF MONTH<br>SEPTEMBER 30, 2016 | BALANCE BEGIN<br>OF MONTH | %         | INCOME<br>AMOUNT | INCOME<br>FEES |                           |                                               |
| 2015                | Library Renovation Fund | Trust Fund | Money Market    | 100.0000% | 1,050,442.97              | 342,590.13                         | -                          | (590.94)          | -           | 1,392,442.16                                  | 26.35                     | 100.0000% | 17.08            | -              | -                         | 43.43                                         |
|                     | TOTALS                  |            |                 | 100.0000% | 1,050,442.97              | 342,590.13                         | -                          | (590.94)          | -           | 1,392,442.16                                  | 26.35                     | 100.0000% | 17.08            | -              | -                         | 43.43                                         |

MS-9 CRF LIBRARY  
 REPORT OF THE TRUSTEES OF TRUST FUNDS FOR THE CITY OF KEENE, NH  
 FOR PERIOD ENDING JUNE 30, 2017  
 LIBRARY RENOVATION TRUST FUND (ACCOUNT NUMBER XXXXX90)  
 AS OF: AUGUST 31, 2016

| DATE OF REATIO | NAME OF TRUST FUND      | PURPOSE    | HOW INVESTED | %         | Principal              |                              |                      |                |           | Income                               |                       |           |               |             | GRAND TOTAL                                   |                       |                             |                              |
|----------------|-------------------------|------------|--------------|-----------|------------------------|------------------------------|----------------------|----------------|-----------|--------------------------------------|-----------------------|-----------|---------------|-------------|-----------------------------------------------|-----------------------|-----------------------------|------------------------------|
|                |                         |            |              |           | BALANCE BEGIN OF MONTH | ADDITIONS/ NEW FUNDS CREATED | CASH GAINS OR LOSSES | PRINCIPAL FEES | THDRAWALS | BALANCE END OF MONTH AUGUST 31, 2016 | ALANCE BEGIN OF MONTH | %         | INCOME AMOUNT | INCOME FEES | EXPENDED DURING PERIOD OF MONTH AUGUST 31, 20 | BALANCE AUGUST 31, 20 | PRINC & INC AUGUST 31, 2016 | MARKET VALUE AUGUST 31, 2016 |
|                |                         |            |              |           |                        |                              |                      |                |           |                                      |                       |           |               |             |                                               |                       |                             |                              |
| 2015           | Library Renovation Fund | Trust Fund | Money Market | 100.0000% | 1,046,167.18           | 4,853.32                     | -                    | (577.53)       | -         | 1,050,442.97                         | 19.68                 | 100.0000% | 6.67          | -           | -                                             | 26.35                 | 1,050,469.32                | 1,050,469.32                 |
| TOTALS         |                         |            |              | 100.0000% | 1,046,167.18           | 4,853.32                     | -                    | (577.53)       | -         | 1,050,442.97                         | 19.68                 | 100.0000% | 6.67          | -           | -                                             | 26.35                 | 1,050,469.32                | 1,050,469.32                 |

Donations received by Cambridge Trust Company  
August and September 2016  
Library Renovation Trust Fund

| <u>Deposit Date</u> | <u>Donor</u>                              | <u>Amount</u> |
|---------------------|-------------------------------------------|---------------|
| 8/3/16              | Nancy and Dan Gillard                     | \$250         |
| 8/5/16              | Friends of the KPL                        | \$2,603       |
| 8/22/16             | Lynn and Lynne Rust                       | \$1,000       |
| 8/26/16             | Debbie and Dwight Bowie                   | \$1,000       |
| 9/2/16              | Cielinski Family Dental                   | \$1,782       |
| 9/6/16              | Elizabeth Truman*                         | \$333         |
| 9/6/16              | Friends of the KPL                        | \$20,325      |
| 9/6/16              | Friends of the KPL                        | \$500         |
| 9/12/16             | Dollie Ash                                | \$1,000       |
| 9/12/16             | Steve and Heather Holmes                  | \$500         |
| 9/12/16             | Carlo and Giselle LaScala*                | \$350         |
| 9/14/16             | Catherine Behrens                         | \$1,000       |
| 9/15/16             | Tom and Alison Cochran                    | \$100         |
| 9/16/16             | Mr. John MacLean and Ms. Gail DesRochers* | \$2,650       |
| 9/16/16             | Nancy Leroy                               | \$1,000       |
| 9/16/16             | Steve Silverstein and Melinda Belden*     | \$100         |
| 9/19/16             | Paul Hoffman and Allison Riley            | \$500         |
| 9/19/16             | Jon Wakelyn and Joyce B. Walker           | \$200         |
| 9/19/16             | Melinda B. Hawes/Jonathan H. Bateman      | \$100         |
| 9/22/16             | Carrie and R.J. Bergeron                  | \$5,000       |
| 9/22/16             | Bill and Joan Maxwell                     | \$200         |
| 9/27/16             | Timken Foundation of Canton               | \$300,000     |
| 9/27/16             | Charles Post and Elissa Zengel            | \$750         |
| 9/27/16             | Friends of the KPL                        | \$5,100       |
| 9/30/16             | Kathleen Chertok and Peter Bonneau        | \$1,000       |
| 9/30/16             | Cindy Copeland                            | <u>\$100</u>  |
|                     |                                           | \$347,443.45  |

\* Represents pledge installment contributions



City of Keene, N.H.  
*Transmittal Form*

November 4, 2016

**TO:** Finance, Organization and Personnel Committee

**FROM:** Mark F. Howard, Fire Chief

**THROUGH:** Medard Kopczynski, City Manager

**ITEM:** 4.

**SUBJECT:** Ambulance Service Contracts - Fire Department

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**RECOMMENDATION:**

Move that the Finance Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute the contract for Ambulance Service with the towns of Chesterfield, Nelson, Roxbury, Sullivan, Surry and Westmoreland.

**ATTACHMENTS:**

Description

Ambulance Contract

2017 Stand By Fees

**BACKGROUND:**

The ambulance agreements between the City of Keene and the six surrounding communities are up for renewal and will expire March 31, 2017. City Staff including Elizabeth Fox, ACM/HR Director, Thomas Mullins, City Attorney, and Steve Thornton, Finance Director have worked with Fire Department staff to prepare the documents and contract.

I have attached a copy of the 2017 Stand by Fee's that will be sent to all towns with the new contract. The Stand-By Fee's are calculated using the prior fiscal year Ambulance expenses (Operating and CIP) less the revenue collected.

The town of Chesterfield has also asked us to provide them with a proposal to cover the entire town of Chesterfield and Spofford. We currently cover half of the Town of Chesterfield and all of Spofford. City staff continues to review this request and is working on the costs and revenue associated with this. If the city staff find after completing the review of the request that it would be in our best interest to provide the extended service we would create an addendum to the Chesterfield Contract.

Once the recommendation is approved the contract will be forwarded to the listed towns along with their 2017 Standby Fees as prepared by the Finance Department for execution.

**AGREEMENT FOR AMBULANCE SERVICE**

**BETWEEN**

**CITY OF KEENE, NEW HAMPSHIRE**

**AND**

\_\_\_\_\_, **NEW HAMPSHIRE**

Effective April 1, 2017, the **CITY OF KEENE** (hereinafter "City"), and the \_\_\_\_\_ (hereinafter "Town"), agree that the Keene Fire Department (hereinafter "Service Provider") will provide emergency ambulance services to the Town for a three (3) year period, starting April 1, 2017, and ending March 31, 2020, in accordance with the terms and conditions set forth below.

Upon expiration of the effective date of this Agreement or any renewal period thereof, and as long as the parties are engaged in good faith negotiations concerning the renewal of said Agreement, the City shall continue to provide emergency ambulance services to the Town consistent with the terms and conditions of this Agreement unless and until negotiations are terminated by either party.

If, at the annual Town Meeting of the Town no appropriation is approved by the voters for the emergency ambulance services described herein (after a request for such appropriation has been placed on the Warrant by the Selectmen and/or Budget Committee), the Town shall be released from its obligations under this Agreement not less than sixty (60) days from the date of the Town Meeting; however, the Town shall remain fully obligated to pay for emergency ambulance services provided by the City under the terms and conditions of this Agreement until the expiration of the same.

The City shall provide ambulance service to all areas of the Town, without regard to time, location, type of emergency, or patient's ability to pay for the service.

**SCOPE OF SERVICE:**

The scope of service to be provided by the City to the Town shall be as follows:

- Three (3) fully equipped and licensed ambulances shall be available twenty-four (24) hours a day for immediate response, subject to prior call and within the capabilities of the Service Provider. The Service Provider shall have the sole discretion to determine whether it has adequate personnel and equipment to respond to a request for ambulance services.
- The City shall not be liable if, in the sole discretion of the Service Provider, said Service Provider is unable to provide ambulance services to the Town for any reason.

- Each emergency ambulance shall be staffed by three (3) trained and licensed emergency medical technicians, with at least one (1) EMT-Intermediate or Paramedic subject to prior call and within the capabilities of the Service Provider.
- Southwestern New Hampshire District Fire Mutual Aid shall handle emergency medical dispatching.
- A stand-by ambulance shall be provided at the scene of structure fires when requested by the on-scene incident commander, subject to prior call and within the capabilities of the Service Provider.
- The ambulance service shall be operated according to all applicable federal and State laws and shall adhere to all protocols established by the local hospitals or medical centers.
- This service is not meant for and will not be used for non-emergency, non-lifesaving transportation.
- Quarterly in-service training for the Town's EMS personnel shall be provided during evening or weekend hours.
- The City shall provide a certificate of liability insurance in the amount of One Million Dollars (\$1,000,000.00), with the Town listed as an Additional Insured.

## **FEE, STAND-BY COSTS, AND BILLING**

All persons transported by ambulance service to a hospital, medical center, or secondary transportation unit, or such persons' parent(s) or legal guardian(s), shall be responsible for paying the standard ambulance user fees established by the Keene City Council, and as may be amended from time to time. In addition to the standard ambulance user fees, the aforementioned person(s) or their parent(s) or legal guardian(s) shall be responsible to pay fees established by the Keene City Council, and as may be amended from time to time, for the specific services provided by the ambulance crew. The current Fee Schedule adopted by the Keene City Council is attached hereto as Exhibit A, and incorporated herein by reference. The Fee Schedule is subject to change without notice within the sole discretion of the Keene City Council.

All persons who are transported by ambulance service to a hospital, medical center, or secondary transportation unit, or such persons' parent(s) or legal guardian(s), shall be billed for the fees referenced above following the agreement between the City and the third party billing agency.

The billing agency shall submit claims to Medicare, Medicaid, and any other health insurance provider of which the patient is a member for eligible services provided by the ambulance crew.

The ambulance service shall not charge for emergency responses of the ambulance to the Town when no one is transported to a hospital, medical center, or secondary transportation unit.

The Town shall be assessed a stand-by fee based on its population to help defray the cost of maintaining the service. The stand-by fee is the cost of providing the service, including capital and operating expenditures that are not covered by the user fees. The stand-by fee shall be set annually, effective January of each year, based on the City's prior fiscal year actual ambulance revenues and expenditures as audited. The population of the Town shall be determined by the most recently published annual census provided by the State of New Hampshire Office of State Planning. The calculation of said fee shall be sent to the Town when it is available.

The Town shall be billed on a quarterly basis. The bills shall include one-fourth (1/4) of the annual stand-by fee. The bills shall be paid to the City within thirty (30) days or be subject to interest at a rate of one and one-half percent (1.5%) per month (\$2.00 minimum on the unpaid amounts) as set forth in Section 2-1186, of the City of Keene Code of Ordinances. The Town shall, for the purpose of verifying data accuracy, have the right of access with reasonable notice, at the Town's expense, to the City's records relating to emergency ambulance service and the City's ambulance collection practices. This right, or the exercise of it, shall in no way be construed to be a right as a result thereof to contest payment obligations required by this contract on the basis of disagreement over City's cost of operation or collection practices. The Town's recourse, in the event of such unresolved disagreement, is limited to non-contract renewal, contract termination, or expiration as provided herein.

## **TERMINATION**

Either party may terminate this contract at any time during the term of the contract upon providing the other party with ninety (90) days' prior written notice via Certified Mail, Return Receipt requested.

## **LIABILITY**

The City certifies that it carries proper and adequate liability insurance covering its operation of the ambulance service and all employees involved.

## **THIRD PARTY BENEFICIARIES**

**Nothing under this Agreement shall be construed to give any rights or benefits, create any duty, or make and promise to anyone other than the City and Town, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Town and not for the benefit of any other party.**

## **GOVERNING LAW**

This Agreement was made in and shall be interpreted according to the laws of the State of New Hampshire.

**IN WITNESS WHEREOF** the parties hereto have caused their seals and the hands of their duly authorized officers to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF KEENE, NH

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Medard Kopczynski, City Manager  
Duly authorized

TOWN OF \_\_\_\_\_, NH  
By its duly authorized Selectmen

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT A**

### **FEE SCHEDULE**

#### **Keene Fire Department Ambulance Fee Schedule as of May 1, 2016**

| <b><u>Charges</u></b>        | <b><u>Rates</u></b> |
|------------------------------|---------------------|
| BLS Emergency Base Rate      | \$719.20            |
| BLS Non- Emergency Base Rate | \$719.20            |
| ALS1 Emergency Base Rate     | \$1206.10           |
| ALS1 Non-Emergency Base Rate | \$1206.10           |
| ALS2 Emergency Base Rate     | \$1796.94           |
| Specialty Care Transport     | \$2000.79           |
| Mileage                      | \$12.72             |
| Intercept Fee                | \$391.67            |
| No Transport Fee             | \$491.90            |

November 4, 2016

**CITY OF KEENE, NEW HAMPSHIRE**  
**FIRE DEPARTMENT AMBULANCE**  
**CALCULATION OF NEW STANDBY FEES FOR QUARTERLY PAYMENTS**

|              | NHOSP ESTIMATED |            | TOWN SHARE   | quarterly    |
|--------------|-----------------|------------|--------------|--------------|
|              | Population      | percentage | STANDBY FEE  | charge for   |
|              |                 |            |              | Standby Fee  |
| NELSON       | 727             | 2.47%      | \$23,211.40  | \$5,802.85   |
| WESTMORELAND | 1,734           | 5.88%      | \$55,362.55  | \$13,840.64  |
| ROXBURY      | 226             | 0.77%      | \$7,215.65   | \$1,803.91   |
| CHESTERFIELD | 1,805           | 6.12%      | \$57,629.42  | \$14,407.35  |
| SULLIVAN     | 688             | 2.33%      | \$21,966.23  | \$5,491.56   |
| SURRY        | 741             | 2.51%      | \$23,658.39  | \$5,914.60   |
| KEENE        | 23,550          | 79.91%     | \$751,896.27 | \$187,974.07 |
|              | 29,471          | 100.00%    | \$940,939.91 | \$235,234.98 |

Calculation of Standby Fees for  
Fiscal Year 2016

|                                       |                     |
|---------------------------------------|---------------------|
| Defibrillator Replacement             | 48,901.00           |
| Capitol Reserve Ambulance Replacement | 70,000.00           |
| Total Operating Costs(FY2016)-00810   | \$1,753,874.53      |
| Total Revenue(FY2016)-00810           | (\$931,835.62)      |
| Total Standby Costs                   | <u>\$940,939.91</u> |

Each Quarter will be billed \$235,234.98  
footnote:

Chesterfield population figure is 1/2 estimated population town is divided into 2 catchment areas  
the second half is serviced by Rescue Inc.

Cc: Mark Howard  
Fire Chief



City of Keene, N.H.  
*Transmittal Form*

11/04/16

**TO:** Finance, Organization and Personnel Committee

**FROM:** Mary Alther, Revenue Collector

**THROUGH:** Medard Kopczynski, City Manager

**ITEM:** 5.

**SUBJECT:** Tax Deeds for Unpaid 2012 & 2013 Property Taxes - Finance Department

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**RECOMMENDATION:**

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to waive tax deeding of the listed properties until January 06, 2017.

**ATTACHMENTS:**

Description

Property List

**BACKGROUND:**

In accordance with RSA 80:76 the tax collector must execute the deed unless the City Council directs the collector to waive that process. A waiver is appropriate in certain circumstances that include:

- taking deed to the property would subject the City to potential liability that might result from an environmental impairment of the property in question;
- taking deed to the property would expose the City to undesirable obligations or liability risks including obligations under real estate covenants or obligations to tenants or;
- taking deed to the property would for any other reason be contrary to the public interest.

The above properties are on the deed list for the 2012 and 2013 tax years. City staff requests additional time to thoroughly assess the remaining properties for any possible liabilities to the City.

| <b>Address</b>     | <b>Property ID</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| 45 Summer St.      | 001-05-013.0000    | Commercial        |
| 33 Colorado St.    | 002-01-011.0000    | 3 Family          |
| 15 Cross St.       | 004-07-008.0000    | 2 Family          |
| 334 Roxbury St.    | 019-05-008.0000    | Single Family     |
| 344-346 West St.   | 049-03-008.0000    | 2 Family          |
| 169-173 Island St. | 051-04-047.0000    | 3 Family          |
| 123 Butternut Dr.  | 168-02-201.0000    | Single Family     |
| 59 Sesame St.      | 172-02-025.0000    | Single Family     |
| 888 Marlboro Rd.   | 901-23-031.0000    | Commercial        |
| 0 Route 9          | 904-01-008.0000    | Land              |
| 1 Schult St.       | 911-26-013.2001    | Manufactured Home |
| 44 Schult St.      | 911-26-013.2044    | Manufactured Home |
| 47 Schult St.      | 911-26-013.2047    | Manufactured Home |
| 5 Anderson Ave.    | 911-26-021.4005    | Manufactured Home |
| 21 Blue Jay Ct.    | 913-17-014.0122    | Manufactured Home |
| 74 Sparrow St.     | 913-17-014.0185    | Manufactured Home |
| 105 Oriole Ave.    | 913-17-014.0342    | Manufactured Home |
| 53 Starling St.    | 913-17-014.0366    | Manufactured Home |