



City of Keene
New Hampshire

**PLANNING, LICENSES AND
DEVELOPMENT COMMITTEE
AGENDA
Council Chambers A
July 13, 2016
7:00 PM**

David C. Richards
Philip M. Jones
Bettina A Chadbourne
George S. Hansel
Robert B. Sutherland

-
1. COMMUNICATION: Rick Blood - Proposed Amendment to Rules of Order
 2. MEMORANDUM: Rescission of Resolution R-2012-05: Council Policy - Relating to the Michael EJ Blastos Community Room
Andy Bohannon, Parks, Recreation & Facilities Director
 3. MEMORANDUM & ORDINANCE O-2016-09: Relating to Dormitory, Lodging or Rooming Houses and Residential Board and Care
Patricia Little, City Clerk & Mark Howard, Fire Chief
 4. MEMORANDUM & DRAFT RESOLUTION: Relating to Eversource Energy's Petition to the Public Utilities Commission for Distribution Rate Tariff for Cost Recovery
Thomas P. Mullins, City Attorney

MORE TIME ITEMS:

- A. COMMUNICATION: Mayor Lane - Request to Use City Property- Fall Festival
- B. ORDINANCE O-2016-02: Zone Change - Marlboro Street Project Area

Non Public Session
Adjournment



City of Keene, N.H.
Transmittal Form

7/12/2016

TO: Planning, Licenses and Development Committee

FROM: City Council

ITEM: 1.

TITLE: COMMUNICATION: Rick Blood - Proposed Amendment to Rules of Order

COUNCIL ACTION:

In City Council July 7, 2016.

Referred to the Planning, Licenses and Development Committee.

ATTACHMENTS:

Description

Rick Blood - Proposed Amendment to Rules of Order

BACKGROUND:

Section 10. of the City Council's Rules of Order requires that when recognized by the Chair, a member shall rise in his or her place address the presiding officer. To aid in the quality of the video and audio recording by Cheshire TV, Mr. Blood seeks to amend this rule to allow Councilors to remain seated.

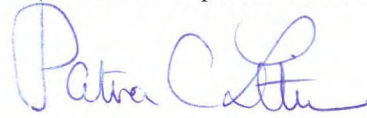
Petitioner Contact Information:

Rick Blood
61 Sparrow Street
903-3773

June 30, 2016

In City Council July 7, 2016.

Referred to the Planning, Licenses and Development Committee.



City Clerk

Mayor and Council,

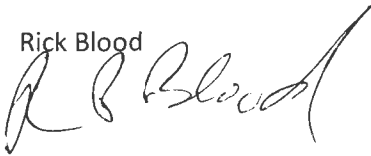
I am writing to request a change in the rules of order for city council meetings.

In an attempt to improve the broadcast quality of the council meetings, I suggest that councilors not be required to stand before addressing the council.

A seated position provides a nicer visual shot of the speaker, as well as, a much improved audio signal.

Thank you for your consideration of this request,

Rick Blood



61 Sparrow St

Keene



City of Keene, N.H.
Transmittal Form

7/11/2016

TO: Planning, Licenses and Development Committee

FROM: Andy Bohannon, Parks, Recreation & Facilities Director

THROUGH: ACM Landry for Medard Kopczynski, City Manager

ITEM: 2.

TITLE: MEMORANDUM: Rescission of Resolution R-2012-05: Council Policy - Relating to the Michael EJ Blastos Community Room

RECOMMENDATION:

That the Planning, Licenses and Development Committee rescind Resolution R-2012-05, to allow Keene ICE to manage the reservations for the Michael E.J. Blastos Room as provided for in the memorandum of understanding.

ATTACHMENTS:

Description

MOU between City of Keene and Keene ICE

R-2012-05

BACKGROUND:

During the construction of the Keene ICE arena, the City outlined in a Memorandum of Understanding (MOU) with Keene ICE the responsibility for the non-profit to manage and operate the Michael E.J. Blastos Community Room. The agreement continues to provide the City with access for city functions, specifically the election process, however, all additional reservations are booked directly with Keene ICE. Resolution R-2012-05 is, therefore, not necessary and should be rescinded. Keene ICE will continue to have the responsibility to manage the Michael E.J. Blastos Community Room.

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding, made this 6 day of March, 2015, by and between the **CITY OF KEENE**, a municipal corporation duly organized and existing under the laws of the State of New Hampshire, having a usual place of business at 3 Washington Street, Keene, New Hampshire 03431 ("City") and **KEENE ICE CENTER ENTERPRISE, INC.**, a non-profit corporation duly organized and existing under the laws of the State of New Hampshire, with a mailing address of P.O. Box 1178, Keene, New Hampshire 03431 ("Keene Ice").

WHEREAS, the City and Keene Ice have entered into agreements ("Agreements") for the construction, management and operation of a year-round, indoor, publically owned ice arena ("Ice Arena") to be located at City-owned property at 380 Marlboro Street ("City Property"), which Agreements are incorporated by reference herein; and

WHEREAS, the City Property adjacent to the proposed location of the Ice Arena, is known as the Michael E.J. Blastos Community Room ("Community Room"); and

WHEREAS, Keene Ice desires to use the Community Room for purposes related to its operation of the Ice Arena to include a patron warming area, Ice Arena functions, and for observation of Ice Arena related activities while the Ice Arena is in use ("Purposes"); and

WHEREAS, the City and Keene Ice desire to memorialize their understanding with respect to the use and maintenance of the Community Room by Keene Ice.

NOW, THEREFORE, the parties enter into the following Memorandum of Understanding with respect to the use and maintenance of the Community Room:

PURPOSE AND SCOPE

1. The City agrees to allow Keene Ice to use the Community Room located adjacent to the Ice Arena premises at 380 Marlboro Street, being more particularly described in Attachment A to the parties' *Ice Arena Management and Operating Agreement* of even date herein.

CARE, USE AND MAINTENANCE LIABILITY

2. Keene Ice shall only use the Community Room for the Purposes related to its management and operation the Ice Arena, including the holding of events in the Community Room that are reasonably incident thereto, except with the prior written permission of the City, and shall not suffer or permit any use that

is contrary to any applicable law, rule, regulation, ordinance or permit requirement.

3. Keene Ice shall improve the Community Room in accordance with the plans and specifications attached to the Agreements. Any further improvements or modifications by Keene Ice shall require prior written consent of the City.
4. Because Keene Ice will have the general use of the Community Room except as provided herein, Keene Ice shall be responsible for and shall pay all costs and expenses associated with the Community Room, including utilities for heating, cooling and electricity, but with the exception of water/sewer, and shall pay for general maintenance, which includes trash removal, cleaning, cleaning supplies, and similar expenses; provided, however, that when the Community Room is scheduled for non-Keene Ice use, cleaning and trash removal after that scheduled event shall be the responsibility of the City or its scheduled user.
5. Keene Ice acknowledges and agrees that the City, through its Parks, Recreation and Cemeteries Department may, at its sole discretion, schedule the Community Room for exclusive use by other profit and non-profit organizations for meetings and other events, upon reasonable advance written notice to Keene Ice. Where possible, the City shall provide at least ninety (90) days' advance notice of any such event to Keene Ice. However, less notice is permissible so long as Keene Ice shall not have previously scheduled the Community Room for use. The City shall have a right of use the Community Room for its proposed event so long as such use does not unreasonably interfere with Keene Ice's operations or previously scheduled use of the Room. Keene Ice shall maintain an events calendar for the Community Room that it shall make available to the City for inspection upon request.
6. Notwithstanding the prior paragraph, Keene Ice acknowledges and agrees that the City reserves the exclusive use of the Community Room for election purposes, which use is given the highest priority. Where possible, the City shall provide Keene Ice with at least ninety (90) days' prior written notice of any election activities. However, where circumstances are such that ninety (90) days' advance written notice is not possible (such as may be the case with a special election), the City will endeavor to provide as much advance written notice as possible. The City's right to use the Community Room for election purposes shall trump all other uses. The City's exclusive use as provided for hereunder shall consist of the following:
 - a. For any year which has a Presidential Primary, the City Clerk shall have the right to reserve the Community Room for the month of January and, upon confirmation of the date of Election Day by the Secretary of State, the City Clerk will release all other days during the

month except for the four days immediately preceding through one day immediately following Election Day. If the Presidential Primary is scheduled other than in January, then the City shall provide prior notice in the same manner as above.

- b. For all other elections, the City Clerk shall have the right of exclusive use of the Community Room, the four days immediately preceding through one day immediately following the date of Election Day.
7. Keene Ice shall not use the Community Room in such a manner that interferes with the City's other operations or activities at the City Property. Likewise, the City shall not use the Community Room in any manner that otherwise interferes with Keene Ice's use and operation of the Ice Arena.
8. Keene Ice shall make all reasonable efforts to assure that its members, invitees and patrons will conduct themselves in a safe and responsible manner at all times while using the Community Room.
9. Unless caused by negligence of the City, the City shall not be liable for any personal injuries or damages incurred as a result of use of the Community Room by Keene Ice or its members, invitees and patrons. Likewise, unless caused by the negligence of Keene Ice, Keene Ice shall not be liable for any personal injuries or damages incurred as a result of use of the Community Room by the City or its agents, invitees and patrons.
10. Indemnification
 - a. Keene ICE Indemnification Obligation. To the fullest extent permitted by law, Keene ICE shall defend, indemnify and hold the City of Keene, its elected and appointed officials, officers, employees, and volunteers harmless from and against all third party claims, demands, suits, losses, and costs and expenses connected therewith including attorneys' fees, and for any damages (collectively "Claims") which may be asserted, claimed, or recovered against or from the City by reason of Keene ICE's performance of its obligations hereunder or for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of, or is any way connected or associated with any negligent acts for Keene ICE, its officers, employees, agents or subcontractors, arising from or related to Keene Ice's obligations under this Agreement.
 - h. City of Keene Indemnification Obligation. The City of Keene shall defend, indemnify and hold Keene ICE, its Board members, officers employees, contributors and agents harmless from and against all third party Claims, demands, suits, losses, and costs and expenses connected therewith including attorneys' fees, which may be asserted, claimed, or

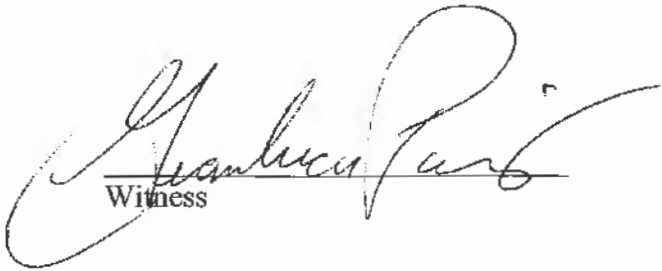
recovered against or from Keene ICE in the performance of the City's obligations hereunder or for personal injury, including bodily injury or death and/or property damage, which arises out of, or is any way connected or associated with any negligent acts of the City its officers, employees or agents, arising from or related to the City's obligations under this Agreement; provided, however, that the terms of this section shall not constitute a waiver or release of any statutory limits on liability applicable to the City.

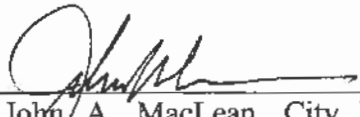
- c. The indemnified party, at its option, shall have the sole authority for the direction of the defense of a claim against it and shall keep the other party (i.e. the indemnitor) timely informed of same; however, any compromise or settlement of any claim or actions against the indemnified party shall be entered only with the mutual consent of the other party. The indemnified party agrees to notify the other party in writing within thirty (30) days by Certified Mail, return receipt requested, of any claims made against it, in writing, with respect to the subject of the indemnity provided herein. Failure to provide said notice within the time allotted shall not excuse the indemnitor from its obligations under this indemnity provision.
- d. In no event shall the parties' indemnity obligation extend beyond either parties maximum available insurance coverage available to cover any indemnified loss.

RESERVATION OF RIGHTS AND TERMINATION

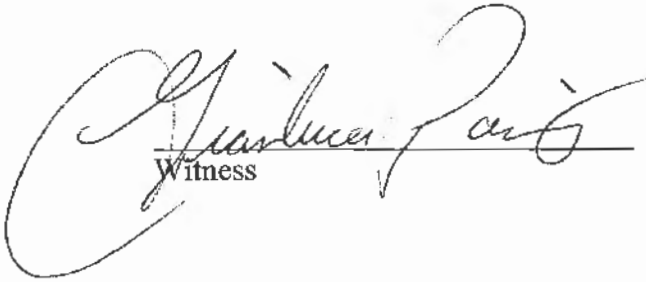
- 11. The City reserves the right to approve or disapprove any modifications, alterations, or other changes proposed to be performed in or on the Community Room by any user of the Community Room.
- 12. Either party may terminate this Memorandum of Understanding at any time and for any reason upon prior written notification to the other party, at which time Keene Ice shall vacate the Community Room, and restore it to its original condition, wear and tear excepted. Notwithstanding the foregoing, to the extent the City terminates this Memorandum of Understanding for any reason other than as a result of a material breach of the terms and conditions of same by Keene ICE, and/or in connection with the termination of the Operating Agreement, the City shall reimburse Keene ICE for the depreciated cost of actual improvements to the Community Room, calculated as of the date of termination, excluding any equipment in said Community Room for which Keene ICE retains an ownership interest. The obligation of the City to reimburse Keene ICE for the depreciated cost of actual improvements shall be null and void on and after the 10th anniversary date of this MOU.

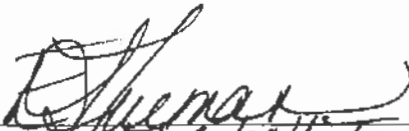
CITY OF KEENE


Witness

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

KEENE ICE CENTER ENTERPRISE, INC.


Witness

By: 
Print Name: Elizabeth Truina
Title: Chair Person, Board of Trustees
Duly authorized



CITY OF KEENE

R-2012-05

Twelve

In the Year of Our Lord Two Thousand and

COUNCIL POLICY – RELATING THE MICHAEL E.J. BLASTOS COMMUNITY ROOM

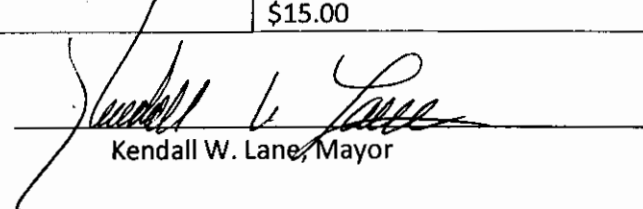
A RESOLUTION

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

- WHEREAS: There continues to be more and varied interest in the vacant areas of 350/400 Marlboro Street; and
- And whereas: There needs to be some determinations on the best way to accommodate these requests; and
- WHEREAS: The Michael E.J. Blastos Community Room has been dedicated as multipurpose space at 400 Marlborough Street; and
- WHEREAS: The 6038 square feet of space will be open to both non-profit and for-profit organizations for the purpose of meetings and events; and
- WHEREAS: Use of the space for election purposes shall be given high priority; and
- WHEREAS: Reservations for short term occupations for up to 20 days can be made through the Director of the Parks, Recreation and Cemeteries Department with an additional 10 days at the discretion of the Director;
- WHEREAS: The occupancy cannot exceed 250 people based upon the capacity as determined by the Fire Code.
- WHEREAS: Organizations utilizing the space would be responsible for a nominal rental fee to help generate revenue for future improvements and maintenance.

NOW THEREFORE BE IT RESOLVED that the following fee schedule shall be used for those non-profit and for-profit organizations utilizing vacant space in the Michael E.J. Blastos Community Room:

Key Deposit	\$25.00
Per hour – non-profit organizations	\$00.00
Per hour – for-profit organizations	\$90.00
Maintenance fee	\$75.00
Building Supervisor	\$15.00


Kendall W. Lane, Mayor

PASSED

February 16, 2012



City of Keene, N.H.
Transmittal Form

6/28/2016

TO: Mayor and Keene City Council

FROM: Patricia Little, City Clerk & Mark Howard, Fire Chief

THROUGH: ACM Fox for Medard Kopczynski, City Manager

ITEM: 3.

TITLE: MEMORANDUM & ORDINANCE O-2016-09: Relating to Dormitory, Lodging or Rooming Houses and Residential Board and Care

COUNCIL ACTION:

In City Council July 7, 2016.

Referred to the Planning, Licenses and Development Committee.

RECOMMENDATION:

That Ordinance O-2016-09 be referred to the Planning, Licenses and Development Committee for their review and recommendation.

ATTACHMENTS:

Description

Ordinance O-2016-09

BACKGROUND:

As part of the continuing effort to shift licensing requirements from the City Council to the administrative staff; discussions have taken place between several departments to determine which department was the most appropriate to administer a lodging house license.

Because it was determined that compliance with fire and life safety codes was the most important consideration for the licensing of a lodging house the Fire Department was selected as the most appropriate department to administer the process.

To comply with NFPA1 Fire Code and the NFPA 101 Life Safety Code, lodging houses will be referred to in the Ordinance as a "residence house." A "residence House" will also include dormitory, rooming houses, and residential board and care.



CITY OF KEENE

O-2016-09

Sixteen

In the Year of Our Lord Two Thousand and

RELATING TO DORMITORY, LODGING OR ROOMING HOUSES

AN ORDINANCEAND RESIDENTIAL BOARD AND CARE.....

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

That the Ordinances of the City of Keene, as amended, are hereby further amended by deleting Article X, Lodginghouses, of Chapter 46, Licenses and Permits, in its entirety, and adding a new Article VI, Dormitory, Lodging or Rooming Houses and Residential Board and Care, to Chapter 42, Fire Prevention and Protection, as follows:

ARTICLE VI. DORMITORY, LODGING OR ROOMING HOUSES, and RESIDENTIAL BOARD and CARE.

DIVISION 1. - GENERALLY

Sec. 42-135. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Permitting Authority shall mean the Fire Chief or his duly authorized designee.

Dormitory, Lodging, or Rooming Houses and Residential Board and Care (collectively “Residence House”) shall be as defined in the adopted NFPA1 Fire Code and NFPA 101 Life Safety Code.

Sec. 42-136. – Enforcement officer.

For the purposes of this article, the enforcement officer shall be the Fire Chief for Fire and Life Safety Codes; provided, however, that where compliance with building, plumbing, wiring and housing codes is concerned, the enforcement officer shall be the Health Director (collectively “Enforcement Officer”).

Sec. 42-137. – Fraternity and sorority houses.

Fraternity and sorority house shall mean a place of residence, with or without meals, for more than four persons attending a college or university, who are all members of, or pledged to, a local or national fraternity or sorority that is recognized by a college or university with a Keene campus. For purposes of this article, a fraternity or sorority shall be treated as a Residence House.

Sec. 42-138. – Resident agent.

Resident agent shall mean the owner or operator of a Residence House and/or his or her agent who resides on the premises. Each Residence House operator shall cause his resident agent to be readily available and shall authorize such agent to be responsible for the day-to-day operation of the Residence House, to receive notices in his name and to be responsible for the conduct of persons therein.

Sec. 42-139. – Penalties.

Any person who owns and/or operates a Residence House without having first obtained a permit in accordance with this article shall be fined \$275.00 for each day that such operation continues in violation of this article.

DIVISION 2. - PERMIT

Sec. 42-140. – Required.

From and after the effective date of the ordinance from which this article derives and notification by the city, no person shall keep, permit or suffer to continue a Residence House without first having filed an application with, and having obtained a permit from, the Permitting Authority. Such permit shall list the following:

- (1) The owner of the property;
- (2) The address of the property;
- (3) The operator of the Residence House;
- (4) The resident agent of the Residence House
- (5) The addresses and business and home telephone numbers of each;
- (6) The number of persons authorized to reside on the premises; and
- (7) The effective and expiration dates.

Sec. 42-141. – Certificates of compliance.

Prior to the issuance of an initial permit under this division, and any permit renewal, the Enforcement Officer shall make or cause to be made an inspection to determine if applicable laws, ordinances, codes and rules and regulations have been complied with.

Sec. 42-142. – Expiration.

Each permit issued under this division shall expire one year from its effective date, subject to inspection and renewal for the ensuing year. An issued permit that is eligible for renewal shall not require a new permit application.

Sec. 42-143. – Display.

The permit issued pursuant to this division shall be displayed in a prominent place on the ground floor near the front door of the Residence House.

Sec. 42-144. – Suspension or revocation.

A Residence House permit may either be suspended for a stated period of time, or revoked by the Permitting Authority, on complaint of the Enforcement Officer of violation of this article. Notice shall be sufficient if sent by certified mail to the owner of the premises and the Resident Agent of the Residence House at their addresses listed on the permit. A party aggrieved by the decision of the Permitting Authority may appeal the decision of the Permitting Authority to the Board of Appeal established under City Code Chapter 2, Article V, Division 6, if an appeal of the fire/life safety code, or to the Housing Standards Board of Appeal established under Chapter 2, Article V, Division 21, if an appeal of the housing code.

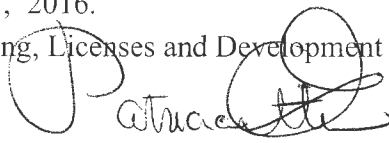
Sec. 42-145. – Fee.

The fee for each Residence House permit issued shall be set forth in the schedule of fees in Appendix B to this Code.

Kendall W. Lane, Mayor

In City Council July 7, 2016.

Referred to the Planning, Licenses and Development Committee.


Patricia
City Clerk



City of Keene, N.H.
Transmittal Form

7/11/2016

TO: Planning, Licenses and Development Committee

FROM: Thomas P. Mullins, City Attorney

ITEM: 4.

TITLE: MEMORANDUM & DRAFT RESOLUTION: Relating to Eversource Energy's Petition to the Public Utilities Commission for Distribution Rate Tariff for Cost Recovery

RECOMMENDATION:

That the Planning, Licenses and Development Committee review the attached draft Resolution, R-2016-28, Relating to Eversource Energy's Petition to the Public Utilities Commission for any suggested changes, and recommend to the City Council adoption of said Resolution, and that a copy of said Resolution be sent without delay to the New Hampshire Public Utilities Commission.

ATTACHMENTS:

Description

Resolution R-2016-28

BACKGROUND:

Public Service Company of New Hampshire d/b/a Eversource Energy has petitioned the New Hampshire Public Utilities Commission for approval of a gas infrastructure contract with Algonquin Gas Transmission, LLC relative to the proposed Access Northeast pipeline project (Docket No. DE 16-241). In its petition, Eversource requests that the PUC make a determination that the contract is in the public interest and consistent with New Hampshire law. Eversource's petition also requests that a distribution rate tariff be imposed to allow Eversource to recover the cost from electric utility users. The attached Resolution in opposition to Eversource's request was drafted as directed by the City Council at its meeting on June 16, 2016.

Sixteen

RELATING TO EVERSOURCE ENERGY'S PETITION TO PUBLIC UTILITIES
COMMISSION FOR DISTRIBUTION RATE TARIFF FOR COST RECOVERY

A Resolution in support of a finding by the New Hampshire Public Utilities Commission that New Hampshire law does not authorize the Petition for Approval of Gas Capacity Contract (DE 16-241) between Public Service Company of New Hampshire d/b/a Eversource Energy and Algonquin Gas Transmission, LLC:

WHEREAS, on or about February 18, 2016, a Petition for Approval of Gas Infrastructure contract between Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource") and Algonquin Gas Transmission, LLC ("Petition for Approval") was filed for review and approval by the New Hampshire Public Utilities Commission; and

WHEREAS, the Petition for Approval also seeks to allow Eversource the recovery of associated costs through a new distribution rate tariff, to be assessed on all Eversource customers; and

WHEREAS, the Public Utilities Commission is engaged in a review process to determine the following issues raised by the Petition for Approval:

- Whether Eversource has the corporate authority to enter into the Access Northeast Contract under RSA Chapter 374-A and RSA 374:57;
- Whether Eversource's entering into the Access Northeast Contract, development of the Electric Reliability Service Program ("ERSP"), and assessment of the Long-term Gas Transportation and Storage Contract ("LGTSC") would violate the Restructuring Principles of RSA Chapter 374-F, or any other New Hampshire law, or any federal law, including the Federal Power Act;
- Whether the LGTSC assessment would be permitted under RSA Chapter 374-A, RSA 374:57, and RSA Chapter 378, and Commission precedential standards for ratemaking, as just, reasonable, and in the public interest;
- Whether the RFP process presented by Eversource in support of its selection of the Access Northeast Contract comports with the requirements of N.H. Code Admin. Rules Puc 2100, Order No. 25,860, and the standards of prudence applied by the Commission for such contracting;
- Whether the assertions made by Eversource regarding expected benefits and costs of its participation in the Access Northeast Contract are

- supported by the evidence, including evidence of economic, engineering, and environmental costs, benefits, and feasibility;
- Whether ERSF and companion FERC tariff filing comport with relevant federal law, including the Natural Gas Act, and whether FERC approval should be a condition precedent for the enactment of any Commission approval; and

WHEREAS, the City Council, at a regular City Council meeting on June 16, 2016, voted to authorize the submission of a Resolution to the Public Utilities Commission stating the opposition of the Keene City Council to the Petition for Approval filed by Eversource, and urging the Public Utilities Commission to find that New Hampshire law does not provide Eversource with the corporate authority to enter into the proposed contract with Algonquin Gas Transmission;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Keene, New Hampshire, hereby requests that the New Hampshire Public Utilities Commission find, at the conclusion of its review process, that Public Service Company of New Hampshire d/b/a Eversource Energy does not have the corporate authority under New Hampshire law to enter into the proposed contract with Algonquin Gas Transmission, LLC, or for a recovery of costs through a new distribution rate tariff, and that the Petition for Approval be denied and that a copy of this Resolution be sent posthaste to the New Hampshire Public Utilities Commission.

Kendall W. Lane, Mayor