



FINANCE, ORGANIZATION AND PERSONNEL COMMITTEE  
Council Chambers B, Keene City Hall  
August 24, 2023  
6:00 PM

**A. AGENDA ITEMS**

1. 2023 Highway Safety Agency Grant - Police Captain
2. Acceptance of Grant Funds – NH Division of Historical Resources  
Certified Local Government Grant - Planner
3. Acceptance of New Hampshire Juvenile Court Diversion Network funding  
for Youth Services - Youth Services Manager/JCC Coordinator
4. Pamela Russell Slack - Requesting an Amendment to the City Council's  
Rules of Order – Workshops
5. Red Knights International Motorcycle Club - Motorcycle Rally - Parking  
Voucher System for Attendees
6. Request to Waive Purchasing Requirements - Sole Source - Flowbird  
Paystations - Economic Development Department
7. Change Order for Skate Park Construction - Parks, Recreation and  
Facilities Director
8. Transportation Heritage Trail Project, Phase 1 - Consultant Selection -  
City Engineer
9. Sewer Force Main Inspection Project - Consultant Selection - City  
Engineer
10. Relating to the Appropriation of Funds - Sewer Fund Unassigned Fund  
Balance for the Martell Court Pump Station Bypass  
Resolution R-2023-31

**B. MORE TIME ITEMS**

**NON PUBLIC SESSION**

**ADJOURNMENT**



# CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023  
**To:** Finance, Organization and Personnel Committee  
**From:** Mike Kopcha, Police Captain  
**Through:** Steve Stewart, Police Chief  
Elizabeth Dragon, City Manager  
**Subject:** **2023 Highway Safety Agency Grant - Police Captain**

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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 accept and expend the grant from the New Hampshire Highway Safety Agency to fund Highway Safety Grant- Keene.

**Attachments:**

None

**Background:**

This program is a statewide initiative sponsored by the NH Highway Safety Agency on an annual basis. In years past this grant was divided and applied for through different sub-projects such as DWI Patrols, Sustained Traffic Enforcement Patrols AND Bicycle and Pedestrian Patrols. The NH Highway Safety Agency has now combined all these different programs into one complete grant.

The purpose of this grant is to reduce the number of persons driving while intoxicated and their related accidents, to combat all of the more prevalent motor vehicle safety infractions, and to reduce the number of persons who are violating pedestrian and bicycle laws in the downtown area.

The campaign runs from October 1, 2023 to September 30, 2024.

Below is the allocation of the Grant money:

Sustained Traffic Enforcement Patrols: \$ 8,000.00  
Bicycle and Pedestrian Patrols: \$3,000.00  
DWI Patrols: \$3,500.00

The total cost of this operation, \$14,500.00, will be reimbursed by the New Hampshire Highway Safety Agency; the reimbursement includes payroll-related deductions.



## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023

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

**From:** Evan Clements, Planner

**Through:** Elizabeth Dragon, City Manager  
Jesse Rounds, Community Development Director

**Subject:** **Acceptance of Grant Funds – NH Division of Historical Resources Certified Local Government Grant - Planner**

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**Recommendation:**

Recommend that the City Council accept the grant and authorize the City Manager to do all things necessary to execute a \$12,000 grant award from the NH Division of Historical Resources Certified Local Government Grant Program for the Historic District Commission to work with a qualified consultant on the historical and architectural inventory of the properties located within the extension of the Downtown Historic District that took place in 2012.

**Attachments:**

1. 2023 KEENE CLG GRANT AGREEMENT

**Background:**

On July 27, 2023, the Historic District Commission (HDC) was informed that it was awarded a \$12,000 grant from the Certified Local Government (CLG) Program of the NH Division of Historical Resources. The Commission will utilize these grant funds to hire a qualified historical & architectural consultant to perform an inventory of the 21 acre Downtown Historic District Extension that was incorporated into the district in 2012.

The goal of the grant project will be to identify the character defining architectural features, style, and historical elements of the 19 properties in the extension that provide historical value to the district and community. The architectural inventory will allow the HDC to analyze each property and provide a ranking that is directly linked to their regulations. These regulations allow the HDC to recognize, preserve, enhance, and perpetuate buildings, structures and sites within the City of Keene's Downtown Historic District that have historic, architectural, cultural or design significance.

The project deliverable will be a customized inventory form that combines essential historical data about the property with a focus on historical architecture and building form. The inventory form will utilize current and historical photographs to identify specific elements that comprise the building's historical identity. These elements will include structure material, foundation, style, roof, chimneys, dormers, siding, trim, windows, doors, porches, and additions. A brief analysis of the setting of the property, integrity, and historical significance will be included.



## **Certified Local Government Grant Agreement Checklist**

- First complete the attached Municipality Certification of Authority [file name COA 7 (Municipality)]
- Complete the G-1 Grant Agreement by having the person authorized in the COA 7 complete boxes 1.11 and 1.12; initial and date the following pages including the attached Exhibits
- Sign and date the Non-Construction Conditions and Assurances
- Provide a copy of the municipality's Proof of Insurance, including liability and workers' compensation coverage. **Please add the Department of Natural and Cultural Resources, 172 Pembroke Rd., Concord, NH 03301 as an additional certificate holder.**

Compile all documents together in one PDF preferably and return to Brandee Loughlin at [Brandee.R.Loughlin@dncr.nh.gov](mailto:Brandee.R.Loughlin@dncr.nh.gov)

## Municipality Certification of Authority

I, \_\_\_\_\_ (*Name*), hereby **certify/attest** that I am duly elected Clerk/Secretary of \_\_\_\_\_ (*Name of Municipality*), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on \_\_\_\_\_, 20 \_\_\_\_, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That \_\_\_\_\_ (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of \_\_\_\_\_ (*Name of Municipality*) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

**I hereby certify** that the foregoing resolution has not been amended or repealed and remains in full force and effect as of \_\_\_\_\_, 20 \_\_\_\_. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(*Secretary/Clerk Signature Completing this Certificate*)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Division of Historical Resources/ Department of Natural & Cultural Resources		<b>1.2. State Agency Address</b> 172 Pembroke Road, Concord, NH 03301	
<b>1.3. Grantee Name</b> City of Keene		<b>1.4. Grantee Address</b> 3 Washington St., Keene, NH 03431	
<b>1.5 Grantee Phone</b> 603-352-5440	<b>1.6. Account Number</b> 1445000	<b>1.7. Completion Date</b> 9/30/2025	<b>1.8. Grant Limitation</b> 12,000
<b>1.9. Grant Officer for State Agency</b> Amy Dixon		<b>1.10. State Agency Telephone Number</b> 603-271-3485	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On: / /</b>	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On: / /</b>	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as “the Project”).

0. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
2. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
3. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
4. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
5. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. **PERSONNEL.**  
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 8.2. to perform such Project under all applicable laws.  
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with 8.3. the State, or who is a State officer or employee, elected or appointed.  
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
6. **DATA: RETENTION OF DATA: ACCESS.**  
As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
0. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”): 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
2. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.  
In the event of Termination under paragraphs 10 or 12.4 of these general
- 12.3. provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.  
Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials  
Date



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
0. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
1. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
2. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
3. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
- WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
- CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials  
Date

**EXHIBIT A – SPECIAL PROVISIONS:**  
CERTIFIED LOCAL GOVERNMENT GRANT PROGRAM  
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable [Secretary of the Interior's Standards and Guidelines](#). The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate [Secretary of the Interior's Standards](#), as determined by the State Historic Preservation Officer, shall not be reimbursed.
3. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.
4. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
5. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant at the DHR's request. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
6. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

8. It is understood and agreed by the Grantee that the Grantee's receipt and expenditure of funds pursuant to this agreement is conditioned upon and subject to the conditions outlined in the U.S. Department of the Interior's Notice of Award for this Historic Preservation Fund Grant-In-Aid, the terms of which are hereby incorporated by reference. The Grantee agrees to fully comply with all applicable terms of the referenced Notice of Award and to neither take nor omit any action that would prevent the State from fully complying with all applicable terms of the Notice of Award.
9. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit A.

#### **EXHIBIT B – SCOPE OF WORK:**

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.

The Grantee shall hire a 36 CFR 61 qualified consultant to complete a Historic District Area Form for the Pine Street neighborhood.

#### **EXHIBIT C – PAYMENT TERMS:**

1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit B above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed twelve thousand dollars (**\$12,000**) subject to:
  - (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
  - (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
  - (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a bi-annual basis as follows:

October 31, 2023

April 30, 2024

October 31, 2024

April 30, 2025

June 30, 2025 Project Completion Deadline

September 30, 2025 Final Project Report Due

5. This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2025.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED



## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023

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

**From:** Alyssa Bender, Youth Services Manager/JCC Coordinator

**Through:** Andrew Bohannon, Parks, Recreation and Facilities Director  
Elizabeth Dragon, City Manager

**Subject:** **Acceptance of New Hampshire Juvenile Court Diversion Network funding for Youth Services - Youth Services Manager/JCC Coordinator**

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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 accept and expend funds provided by New Hampshire Juvenile Court Diversion Network for Youth Services programs.

**Attachments:**

None

**Background:**

Youth Services has been granted a second funding opportunity from the NH Diversion Network to deliver services from July 1, 2023, thru June 30, 2024, totaling \$5,586 for work related to substance abuse screening for youth.

The grant reimbursement is based on the average case numbers of the last three years completing an evidence-based substance-use screening tool for all youth coming through the program.

The source of funds is through the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention, and Treatment, contracted with New Hampshire Juvenile Court Diversion Network. The City Attorney has reviewed and found this agreement acceptable.



# CITY OF KEENE NEW HAMPSHIRE

ITEM #A.4.

**Meeting Date:** August 24, 2023  
**To:** Mayor and Keene City Council  
**From:** Finance, Organization and Personnel Committee, Standing Committee  
**Through:**  
**Subject:** Pamela Russell Slack - Requesting an Amendment to the City Council's Rules of Order – Workshops

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**Council Action:**  
In City Council July 20, 2023.  
More time granted.

**Recommendation:**  
On a 5-0 vote, the Finance, Organization and Personnel Committee recommends that the request from Pamela Russell Slack in regards to an amendment to the City Council's Rules of Order regarding Workshops be placed on more time.

**Attachments:**  
None

**Background:**  
Councilor Madison made the following motion, which was seconded by Councilor Remy.  
  
On a 5-0 vote, the Finance, Organization and Personnel Committee recommends that the request from Pamela Russell Slack in regards to an amendment to the City Council's Rules of Order regarding Workshops be placed on more time.





# CITY OF KEENE NEW HAMPSHIRE

ITEM #A.5.

**Meeting Date:** August 24, 2023  
**To:** Mayor and Keene City Council  
**From:** Robert D. Trudelle  
**Through:** Patricia Little, City Clerk  
**Subject:** **Red Knights International Motorcycle Club - Motorcycle Rally - Parking Voucher System for Attendees**

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**Council Action:**

**In City Council July 20, 2023.**

**Referred to the Finance, Organization and Personnel Committee.**

**Recommendation:**

**Attachments:**

1. Communication\_2024 Yankee Rally Team\_Redacted

**Background:**

Mr. Trudelle is asking for the City Council to work with their organization on a voucher system for parking that would allow those attending the rally at the Best Western to be able to park in city parking spaces downtown without plugging the meter so they can visit and shop downtown. The organization would pay parking fees on their attendee's behalf.

July 13, 2023

To: Keene City Council

From: New Hampshire Red Knights International Motorcycle Club

Re: Region 1 Yankee Rally 2024

To whom it may concern,

We are the Red Knights International Motorcycle Club, members include active and retired Firefighters; we will be hosting the Region 1 Yankee Rally 2024 in Keene at the Best Western Hotel. The dates for the event have been scheduled for June 5<sup>th</sup> to June 9<sup>th</sup> of 2024. This will be the 8<sup>th</sup> Yankee Rally event we have held. In the past we have had up to 409 registered members attend this event and are expecting to exceed this number in 2024.

Our events are not just about getting together and sharing our desire to ride, explore and promote motorcycle safety. Each event always has a charity we raise money for. The charity we selected to raise money for at this event is "Donate Life-New England". All donations will be able to be written off as a donation to this charity.

Due to the volume of guests attending our event, and the array of restaurants and businesses in downtown Keene we are requesting a parking pass for the individuals attending. Please note that there will not be 400 motorcycles as many of our members attend as couples on one bike and not all attendees will be going downtown.

I would like the opportunity to discuss how our organization has approached the parking pass with past host cities. If you could let me know who to contact to schedule a time for an in person or phone discussion it would be much appreciated, my contact information is noted below.

Thank you for your time and consideration of our request. We are excited to work with the City of Keene to make this event go smoothly.

Sincerely,



Robert D. Trudelle

Committee Member- 2024 Yankee Rally Team

671 Park Avenue #26

Keene, N.H. 03431





## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023  
**To:** Finance, Organization and Personnel Committee  
**From:** Medard Kopczynski, Economic Development Director/Special Projects  
**Through:** Elizabeth Dragon, City Manager  
**Subject:** **Request to Waive Purchasing Requirements - Sole Source - Flowbird Paystations - Economic Development Department**

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**Recommendation:**

That the Finance, Organization and Personnel Committee recommend that the City Council waive the purchasing requirements of the City of Keene Code of Ordinances section 2-1332 for the sole source purchase of 15 pay stations for \$115,725.00, which includes the stations, hardware, installation, communication, and warranty fees from the pay station supplier Flowbird.

**Attachments:**

None

**Background:**

This proposed waiver is permitted by Section 2-1336 which states “The city council, on recommendation from the city manager, may waive any of the purchasing requirements in sections 2-1331 through 2-1335 when it is deemed inadvisable to solicit bids because of a single source of supply or because of the need of standardization of the materials, supplies, equipment or services or for other stated reasons.”

While Parking Services was under the authority of the Police Department, the first Flowbird pay stations were installed in Gilbo and Commercial lots as part of the lots’ improvement projects. Over a period of a few years, more Flowbird pay stations were purchased and installed in other lots as a continuation of this expansion and to keep hardware cohesive. After being placed under the authority of the City Manager’s office, the program expansion has continued to suitable on-street areas originally as a test, but after the test as a permanent method to replace outdated technology (meters). The complete reasoning for this evolution is described in the Parking Services Strategic Plan.

As outlined in the adopted 2023-2029 CIP, 15 additional pay stations were requested to service parts of the downtown parking area. The funding estimate of \$125,000.00 for this project’s first year was based on an estimate from Flowbird for 15 pay stations and their associated installation and operating costs. Based on estimates from our supplier the budgeted outline in the Capital Programs was a total year-one cost of approximately \$125,000. The year-two ongoing estimated operational cost decrease, which included hardware warranty, gateway and communication fees, amounted to \$17,500.00 per year. We currently use 14 pay stations successfully. To keep operations and public

education cohesive, we are recommending the same technology and vendor that we are currently using to keep standard materials, supplies, equipment or services as well as the training required by staff.

Our present quote from our supplier Flowbird for the first year (FY24) cost for 15 pay stations will be \$115,725.00, including hardware, installation, communication, and warranty fees. Year two and year three totals will be \$14,820.00 each year for communication. The year two and three expenditures are within the operating budget under technical services. The pay station program and public adoption have been highly successful. This success can be attributed to Parking Services' ongoing commitment and investment in community education. The public is more comfortable with adopting more modern technology and the simple steps to operate the pay stations add to the success the City has experienced with the growth of this program. Parking customers have become accustomed to operating the machines and switching to another vendor, hardware, or technology would cause confusion and set back the expansion program, which will affect other operating aspects of Parking Services and Public Works. In addition, every area where there is a pay station now has a "loading" feature that permits 15 minutes for loading at no cost, which has been very well received.



## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023  
**To:** Finance, Organization and Personnel Committee  
**From:** Andrew Bohannon, Parks, Recreation and Facilities Director  
**Through:** Elizabeth Dragon, City Manager  
**Subject:** **Change Order for Skate Park Construction - Parks, Recreation and Facilities Director**

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**Recommendation:**

Move that the Finance, Organization and Personnel Committee recommend the City Manager be authorized to do all things necessary to negotiate and execute a change order with Spohn Ranch, Inc. for design-build services required for the creation of a new skate park for an amount not to exceed \$300,000.00 with funding to come from Project Cost Center (65J0008A-300-0-544010).

**Attachments:**

None

**Background:**

Through the Capital Improvement Program (CIP), the City has designated \$25,000 for the construction of a new skate park. The local skate and bike community created a fundraising campaign to raise \$300,000, upon which the \$25,000 from the City was included. The group raised \$217,891.16 and donated these funds to the City in the fall of 2021 for a combined total of \$242,891.16. The City applied for a Land and Water Conservation Fund matching grant for \$225,000 from the State of NH. The grant will be awarded to the City later in September. This brings the total project budget to \$467,891.16.

Utilizing \$57,109.00 from the LWCF grant towards the fundraising goal of \$300,000 will help expand the footprint and design of the skate park. The remaining \$167,891.00 will be utilized for site improvements.



## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023

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

**From:** Donald Lussier, City Engineer

**Through:** Kurt Blomquist, ACM/Public Works Director  
Elizabeth Dragon, City Manager

**Subject:** **Transportation Heritage Trail Project, Phase 1 - Consultant Selection - City Engineer**

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**Recommendation:**

Move that the Finance, Organization & Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute an Engineering and Technical Services Agreement with Stantec Consulting Services, Inc. for the Transportation Heritage Trail Project, Phase 1, for an amount not to exceed \$385,000.00.

**Attachments:**

None

**Background:**

In 2021, the City applied for and received a Transportation Alternatives Program (TAP) grant from the New Hampshire Department of Transportation (NHDT) for Phase 1 of the Transportation Heritage Trail. The goal of this project is to connect the improved sections of the Cheshire Rail Trail in Keene to the improved trail section in the Town of Swanzey. Phase 1 will improve the existing rail corridor between Eastern Avenue and State Route 101. The City was also successful in securing Congressionally Directed Spending (CDS) funds in 2022 for the same project. Both funding sources provide 80% grant funding with a 20% local match. The City Council appropriated matching funds for this project in FY23 and FY24. Pathways for Keene and the Monadnock Conservancy have generously donated funds to support this project.

The proposed project includes the design and construction of about 5,000 feet of multi-use rail trail and connections. The project scope includes vegetation clearing, drainage improvements, grading, and trail surfacing. The existing trailhead at Eastern Avenue will be reconfigured to allow users to safely cross the street. Connections to the residential neighborhoods on Chapman Road and Marlboro Street will be made using an existing Class VI highway. This project will terminate at a scenic overlook on the northern side of State Route 101. The project will leave the site prepared for the installation of the Prowse Bridge over Route 101 (under a future contract). The Prowse Bridge project is currently programmed for construction in 2025.

Due to the use of federal funding, the City is required to follow federal procurement policies, including the use of qualifications-based selection (QBS) for professional services. This is outlined within the NHDOT Local Public Agency (LPA) Manual. In May, the City issued a Request for Qualifications (RFQ) for engineering firms capable of completing all stages of the project design. The City received three (3) qualification packages. A selection team including the City's GIS Technician, the City Engineer, and a Public Works Department Civil Engineer reviewed and ranked the three responses. Proposals were reviewed based on the following criteria:

<b>Criteria</b>	<b>Weight</b>
Firm's experience performing similar projects	20%
Experience of staff assigned to the project	20%
Experience of the firm and staff with LPA requirements	20%
Project Approach	15%
Proposed schedule	10%
Quality of proposal	10%
Client references	5%

The team invited all three firms who submitted proposals for interviews:

- SLR International Corporation (SLR)
- Stantec Consulting Services, Inc. (Stantec)
- Wright-Pierce

Interviews were held on July 13<sup>TH</sup> and 14<sup>TH</sup>. The same review team evaluated the firms on the following criteria:

<b>Criteria</b>	<b>Weight</b>
Understanding of the City's Needs	20%
Approach to Solving the City's Needs	15%
Presentation Skill of Project Manager	15%
Rapport between City and Team	10%
Overall Quality of Presentation	10%
Proposed Schedule and Resources	10%
Innovation and Creativity	10%
Public Engagement Plan	10%

Below is a table of the composite scores of the review team:

<b>Firm</b>	<b>Score</b>
SLR	11.8
<b>Stantec</b>	<b>13.4</b>
Wright-Pierce	12.2

Following the QBS process, the City agreed to a detailed scope of work with Stantec. This includes all stages of engineering design through the preparation of construction documents.

The NHDOT LPA Manual requires that the City completes an independent government estimate (IGE) prior to receiving the proposed fee from the consultant. This is intended to ensure fair pricing

for the work. The IGE prepared by the City was slightly higher than the fee proposed by Stantec. As such, we believe it is a reasonable cost for the agreed scope of work. The scope and fee must also be reviewed and approved by the NHDOT before a contract can be executed.

It is recommended that the City Manager be authorized to negotiate and execute a professional service contract with Stantec for an amount not to exceed \$385,000.00 with funding to come from Project No. 65M0008A.





## CITY OF KEENE NEW HAMPSHIRE

**Meeting Date:** August 24, 2023

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

**From:** Donald Lussier, City Engineer

**Through:** Kurt Blomquist, ACM/Public Works Director  
Elizabeth Dragon, City Manager

**Subject:** **Sewer Force Main Inspection Project - Consultant Selection - City Engineer**

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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 a project agreement with the US Environmental Protection Agency (EPA) for the Sewer Force Main Evaluation Project.
- Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a professional services agreement with Wright-Pierce for the Sewer Force Main Pipe Evaluation Project in an amount not to exceed \$450,000.

### **Attachments:**

None

### **Background:**

The City Council approved funds in the FY22 Capital Improvement Program (CIP) for a detailed inspection of the City's 2-mile-long force main which conveys sewerage under pressure from the Martell Court Pump Station (MCP) to the City's Wastewater Treatment Plant (WWTP) located on the City's Airport in Swanzey, NH. The City was also awarded a "Congressionally Directed Spending" grant administered by the EPA to assist with this important evaluation. The grant provides up to \$325,000 of funding and requires a minimum 20% local matching funds. The total available funds, including the grant and City appropriation, is \$649,597. The project will allow the City to determine the remaining useful service life of the force main and provide recommendations for any necessary repairs or eventual replacement.

Due to the use of federal funding, the City is required to follow federal procurement policies, including the use of Qualifications-Based Selection (QBS) for professional services. This requirement is outlined in Subpart 36.6 of the Federal Acquisition Regulations (FAR). In May, the City issued a Request for

Qualifications (RFQ) for engineering firms capable of completing all stages of the inspection and data analysis. On June 22, 2023, the City received statements of qualifications from three engineering firms:

- RJN Group, Inc. (RJN)
- Environmental Partners (EP)
- Wright-Pierce (W-P)

A selection team comprised of the City Engineer, Assistant Public Works Director/Operations Manager and a Public Works Department Civil Engineer interviewed all three respondents on July 12, 2023. The respondents were evaluated on the following criteria:

<u>Criteria</u>	<u>Weight</u>
Understanding of the City's Needs	20%
Approach to Solving our Needs	20%
Relevant project Experience	20%
Rapport between City and Team	10%
Presentation Skill of Project Manager	10%
Overall Quality of Presentation	10%
Proposed Schedule and Resources	10%

Below is a table of the composite scores of the City's review team:

<u>Firm</u>	<u>Score</u>
RJN	13.1
Environmental Partners	10.7
<b>Wright-Pierce</b>	<b>13.7</b>

The City has worked out a scope of work and fee with the most qualified firm, Wright-Pierce. The scope will include all work necessary to evaluate both the internal and external surfaces of the pipe as well as appurtenant equipment such as air release valves.

The negotiated scope and fee must also be reviewed and approved by the EPA before a final contract is executed.

It is recommended that the City Manager be authorized to negotiate and execute a project grant agreement with the EPA. It is further recommended that the City Manager be authorized to negotiate and execute a professional service contract with Wright-Pierce for an amount not to exceed \$450,000 with funding to come from Project No. 32MI0222.



# CITY OF KEENE NEW HAMPSHIRE

ITEM #A.10.

**Meeting Date:** August 24, 2023

**To:** Mayor and Keene City Council

**From:** Kurt Blomquist, ACM/Public Works Director  
Aaron Costa, Asst. Public Works Directors/ Operations Mgr.

**Through:** Elizabeth Dragon, City Manager

**Subject:** **Relating to the Appropriation of Funds - Sewer Fund Unassigned Fund Balance for the Martell Court Pump Station Bypass Resolution R-2023-31**

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**Council Action:**

**In City Council July 20, 2023.**

**Referred to the Finance, Organization and Personnel Committee.**

**Recommendation:**

That the City Council refer Resolution 2023-31 relating to the appropriation of funds from the Sewer Fund Unassigned Fund Balance for the Martell Court Pump Station Bypass to the Finance, Organization and Personnel Committee for consideration.

**Attachments:**

1. R-2023-31 Martell Court Pump Station bypass\_referral

**Background:**

The City owns and operates a wastewater treatment plant (WWTP) that came online in 1985. The WWTP is designed to treat 6 million gallons of wastewater per day and operates 24 hours a day, 7 days a week. All the wastewater from the City of Keene and Town of Marlborough is pumped to the WWTP via the Martell Court Pump Station.

The Martell Court Pump Station was constructed at the same time as the treatment plant and is the heart of the sewer collection system. Currently there is no bypass pumping system in place that would allow the station to be taken offline for repairs.

On July 10, 2023, the station experienced a seal failure on a gate valve on the discharge side of the pumps. Raw sewage began to fill the pump room. Fortunately, the pump room is equipped with sump pumps that were able to keep up with the flow of wastewater into the station. The following day, with the assistance of a contractor, the City was able to temporarily seal the gate valve. To make a more permanent repair, the station will need to be offline and a bypass pumping system will need to be in place prior to shutting down flow to the station.

Repairs and bypassing the station will take place in two phases. Phase 1 will be a temporary bypass that will allow staff to make the necessary repairs to the seals on the gate valve. Due to the importance of the repair, the goal is to have this accomplished as soon as possible. Phase 2 will be a permanent bypass pumping system that will remain in place and will allow staff to isolate the station for repairs.

Since this is an emergency repair and not part of the existing Capital Improvement Program, it is recommended that the funds for this work come from the Unassigned Fund Balance in the Sewer Fund.



# CITY OF KEENE

In the Year of Our Lord Two Thousand and Twenty Three

A RESOLUTION Relating to the Appropriation of funds from the Sewer Fund Unassigned Fund Balance for the Martell Court Pump Station Bypass

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

That the sum of four hundred thousand dollars (\$400,000) be appropriated from the Sewer Fund Unassigned Fund Balance to the Martell Court Pump Station Bypass project 32JM012A.

George S. Hansel, Mayor

In City Council July 20, 2023.  
Referred to the Finance, Organization  
And Personnel Committee.

  
City Clerk