



Due to the COVID-2019 State of Emergency, the Municipal Services, Facilities and Infrastructure Committee will be holding its meeting remotely using the web-based program, Zoom. Members of the public will be able to access this public meeting through a variety of options, described below. If you encounter any issues accessing this meeting, please call 603-757-0622 during the meeting. To access the meeting online navigate to Zoom.us and enter the Webinar ID # 846 9825 2232. To listen via telephone call 877-853- 5257 and enter the Webinar ID: #846 9825 2232. When the meeting is open for public comment, callers may press *9 if interested in commenting or asking questions.

City of Keene
New Hampshire

**MUNICIPAL SERVICES,
FACILITIES AND INFRASTRUCTURE
COMMITTEE
AGENDA
Council Chambers B
May 26, 2021
5:30 PM**

Janis O. Manwaring, Chair
Michael Giacomo, Vice Chair
Randy L. Filiault
Robert C. Williams
Andrew M. Madison

1. Acceptance of Public Art - Parks, Recreation and Facilities Director
2. Eugenia Snyder/Eversource Energy - Request to Access Old Gilsum Road - Transmission Pole Replacement in Power Line Right of Way
3. Eric George/National Grid - Request to Access Old Gilsum Road for Tree and Brush Clearing of Power Line Right of Way
4. Acceptance of a Drainage Easement - Old Walpole Road - City Engineer
5. Presentation - Sidewalk Asset Management Plan - Public Works Director

MORE TIME ITEMS:

- A. Maintenance of the Wilson Pond Dam - City Manager

Non Public Session
Adjournment



City of Keene
Transmittal Form

May 21, 2021

TO: Municipal Services, Facilities and Infrastructure Committee

FROM: Andy Bohannon, Parks, Recreation and Facilities Director

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 1.

SUBJECT: Acceptance of Public Art - Parks, Recreation and Facilities Director

RECOMMENDATION:

Move that the Municipal Services, Facilities and Infrastructure Committee recommend that the City Manager be authorized to do all things necessary to accept and install the proposed Public Art Piece by Martina Muller to be placed at the Dillant-Hopkins Airport in accordance with Resolution R-2018-22.

ATTACHMENTS:

Description

Communication_Schwerin

Council Policy_Acceptance of Public Art

BACKGROUND:

Katie Schwerin, with support from the Friends of Keene Public Art, is seeking to install the third piece of art at the Dillant-Hopkins Airport. Ms. Schwerin has provided the City with the necessary materials for the staff to review pursuant to Public Art Resolution R-2018-22. City staff has concluded that the project meets the criteria for the installation. The original piece at the airport is an attractive Mt. Monadnock Labyrinth that provides an interactive space for people to enjoy. The last of the three installations is a sculpture from artist Martina Muller. This piece called "Lift" will be a complementary addition placed above the labyrinth on the berm above. The location of the piece has been identified and reviewed by the Airport Director and Parks, Recreation and Facilities Director. Ms. Schwerin will provide the necessary insurance and funding necessary to support the installation and long-term maintenance meeting the resolution standards.

Upon staff's recommendation for approval, the City Council shall note the following criteria has been reviewed and the met.

- Whether the Public Art reflect aspects of the City's history, unique environment, cultural identity, or community at-large;
- Whether the Public Art aesthetically enhances public spaces or environments to which it relates or interacts;
- Whether the Public Art is commensurate in scale with its surroundings;
- Whether the Public Art is technically feasible to produce and to display;
- Whether the Public Art is unique and original and not mass produced or standardized;
- Whether the Public Art is durable, constructed of materials that will survive in the environment in which it will be placed, and reasonable to maintain in terms of time and expense;

- Whether the artist(s) and/or organization(s) submitting a proposal for Public Art can demonstrate that the artist(s) and/or organization(s) is (are) recognized by critics and peers as one who produces works of art;
- Whether the Public Art is in a location that allows for necessary maintenance;
- Whether the Public Art is designed to be reasonably protected from environmental degradation, damage, vandalism, or theft;
- Whether the Public Art is affixed to a structure or building and whether the structure or building is expected to remain in good condition for twenty (20) years;
- Whether the Public Art creates a public safety, health, or security concern.

April 26, 2021

To the City of Keene:

I would like to present the City of Keene with a public arts proposal for a new sculpture to be installed in the hillside by the Mt. Monadnock Labyrinth at the Keene Dillant-Hopkins Airport.

Signed:

A handwritten signature in cursive script that reads "Katie Schwerin".

Katie Schwerin, local artist and creator of the Mt. Monadnock Labyrinth.

Schwerin@badgerbalm.com
603-358-0751

Table of Contents

1. Introductory letter
2. Public arts proposal
3. Provision of a map/imagery of the area for the installation of the Public Art identifying the location.
4. Diagram of installation plan
5. Letter signed by the artist that indicates the Public Art does not infringe upon any copyrights and the artist and/or organization agrees to hold the City harmless for any copyright infringement. Also the artists agreement to turn over ownership, control, and all future rights to the Public Art.
6. Insurance to be paid by Friends of Public Art for the installation process and will be provided upon approval of the project with set timeline.
7. Signed statement that the artist(s)/organization will provide to the City a sum equal to one percent (1%) of the construction cost of the Public Art for the monitoring, operation, maintenance, repair, upkeep, relocation, removal, or other requirements related to the Public Art.
8. Draft of a Public Artwork Services Agreement form from Friends of Public Art

City of Keene - Public Art Proposal

1. Name of artist, partners or organizations. Include documented support from local artists or art organizations for this project.

Martina Muller, sculptor (Image of the sculpture is in the addendum)

This project is supported by Friends of Public and by Katie Schwerin, local artist for Keene's Mt. Monadnock Labyrinth.

2. Demonstration of the experience of the artist(s) and/or organization in the production of the type of artwork and the provision of documents that demonstrate the artist(s) and/or organization is recognized by critics and by his or her peers as one who produces works of art.

Martina Muller has created large scale stainless steel sculptures that have been exhibited at "Sculpture Now" at the Mount in Lenox, MA as well as "Flying Horse Sculpture Show" in Hamilton, MA and Diana Felber Gallery in West Stockbridge, MA. Martina is a member of the New England Sculptor's Association and showed last summer at the Eustis Estate south of Boston. She has worked as an artist for over four decades and her work can be seen on her website www.martinaangelamuller.com

3. Identify whether it will be a temporary or permanent display.

This will be a permanent display.

4. Identify the location.

The sculpture will be located at the Keene Airport, on the right as you drive to the airport. There is a pull off area with some picnic tables across from a large open field where the Mt. Monadnock Labyrinth is located. The sculpture will be installed in the hillside to the left of the labyrinth. (see blacked out area in photo in addendum)

5. A description of the public art includes but is not be limited to: size, expected amount of space to be required, materials to be used, theme or context. If temporary, length of time of the display, drawings, design documents, etc.

Description of Public Sculpture “Lift” by Martina Angela Müller

Plan for Production of Sculpture:

The sculpture “Lift” will be waterjet cut out of a single plane 5/8” bead blasted stainless steel plate and mounted on a steel column. The steel column will be welded to steel plate and immersed in the ground with outriggers from steel channeling. A 2’ hole will be dug and filled with gravel that will accommodate the plate and outriggers. Plate and outriggers will be entirely covered by gravel. The surface will be finished with earth and grass seed. The pedestal will be ferrous nitrate treated industrial steel. The measurements for the sculpture with pedestal are: height 7’, width 5’, depth 1’. This sculpture will not need any maintenance.

The design has been created and is currently being prepared for the waterjet cutting. Stainless steel plate is ready to be cut and production of the steel base has been discussed and designed with Peter Barrett, Great Barrington, MA. All persons involved in the production of the sculpture are seasoned professionals in their fields who have created numerous public art pieces out of steel over many decades.

Description of Inspiration for Sculpture and Creative Process:

In the late summer of 2018 I was invited by Katie Schwerin to come up to the airport in Keene, NH to see if I could get inspired by the landscape at the airport to create a site specific sculpture. I spent a whole day at the site, listening to the wind, making drawings, taking in the fragrance of the pines and grasses and getting a feeling for the spirit loci. After several hours of immersion into the essence of the place, sensing the wind, the fragrance of the trees and herbaceous plants, listening to the sounds of the birds and the occasional airplane, making sketches of trees and dried leaves, looking out towards the mountains and walking on the soft soil into the adjacent grove, I began to understand the place: quiet, expansive out towards the runway and the mountains behind, protected in the back from the forest behind.

The drawing “Lift” was created by listening to the song of the wind in the pines at the exact point where the sculpture will be installed. Levity, flight, wings and the essence of gaining a higher perspective of life through an elevated vantage point are the inspirations for the sculpture “Lift”. This is

particularly fitting for the airport and created with the site in mind. The sculpture I created is about flight. Wings and levity have captured the imagination of humans for millennia. Wings are an expression of freedom, of the expansive nature of our soul and spirit unfolding to their full potential, the victorious rise above circumstance and a harbinger of new possibilities.

I hope that the sculpture will be in inspiration for the people of Keene who walk the new labyrinth created by Katie Schwerin and who enjoy the nearby forest and paths for their recreation and communion with nature.

6. Are utility hookups needed?

No.

7. How is the project being funded?

The Kingsbury fund and local supporters funded the sculpture.

8. Expected general maintenance requirements.

No maintenance required.

9. If temporary, how will the public art be removed and the space restored?

Not temporary.

10. Assurance the art does not infringe upon the any copyright and agrees to hold the City harmless for any copyright infringement.

These are original piece of art/sculpture

11. Comply with all City and State permitting.

Yes.

12. Is the project technically feasible to produce and display? What is the installation plan?

Yes, it is technically feasible.

Plan for production

See #5

Time line

As soon as the city approves the project, we hope to complete the installation within the month. Hopefully May or June 2021

13. Will the project be accessible to the public for viewing and enjoying?
Yes. The location is already a place the public goes with picnic tables and a parking area so easily accessible.

14. Does the project reflect aspects of the City's history, culture, or Comprehensive Master Plan?
The sculpture enhance an area at the airport for visitors to Keene and for local residents who frequent the area.

15. Is the project designed for the proposed site and is commensurate in scale with its surroundings? *Yes, it was designed specifically with this site in mind.*

Description of Inspiration for Sculpture and Creative Process

intain in terms of time and expense?

It does not require any maintenance.

17. Is the project designed and to be constructed by persons experienced in the production of such artwork?
Yes.

18. Does the project aesthetically enhance the public space or built environment to which it relates or otherwise interacts with its surroundings?
Yes. It fits with the meditative, peaceful environment of the Mt. Monadnock Labyrinth.

19. Does the project contribute to a sense of civic pride?
It enhances the airport area where there is picnic tables and a labyrinth for visitors and local folks to enjoy

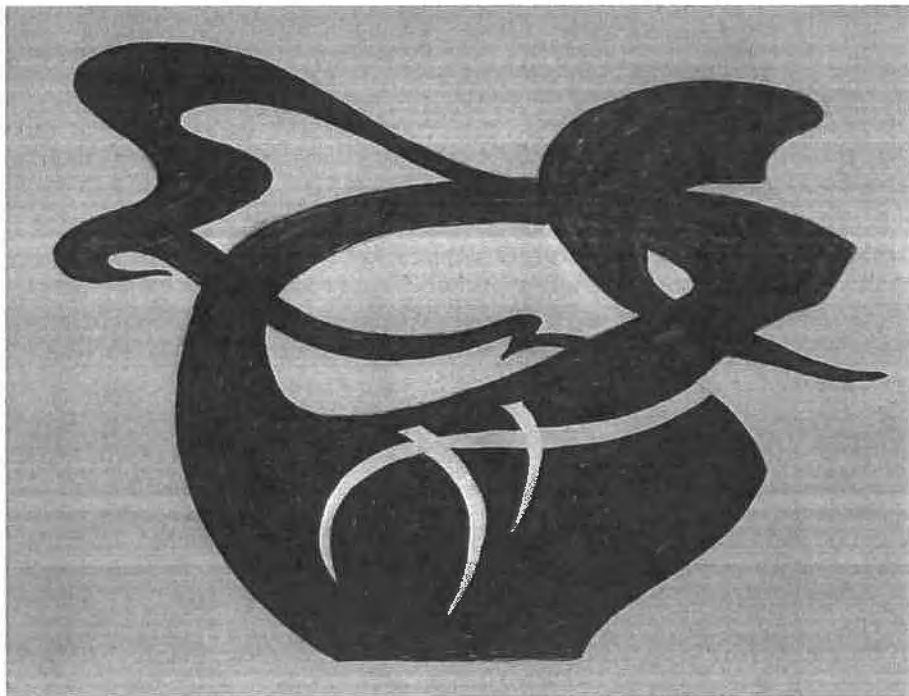
20. Does the project create a public safety or security concern?
No.

Addendum:

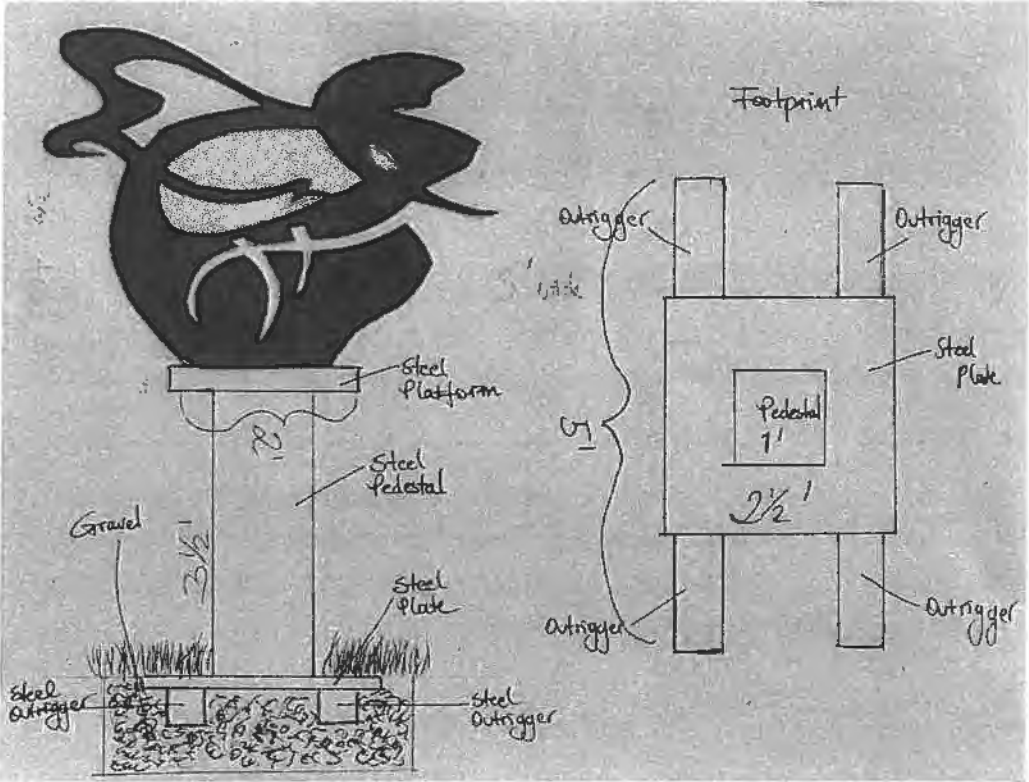
Color sketch of the sculpture on pedestal



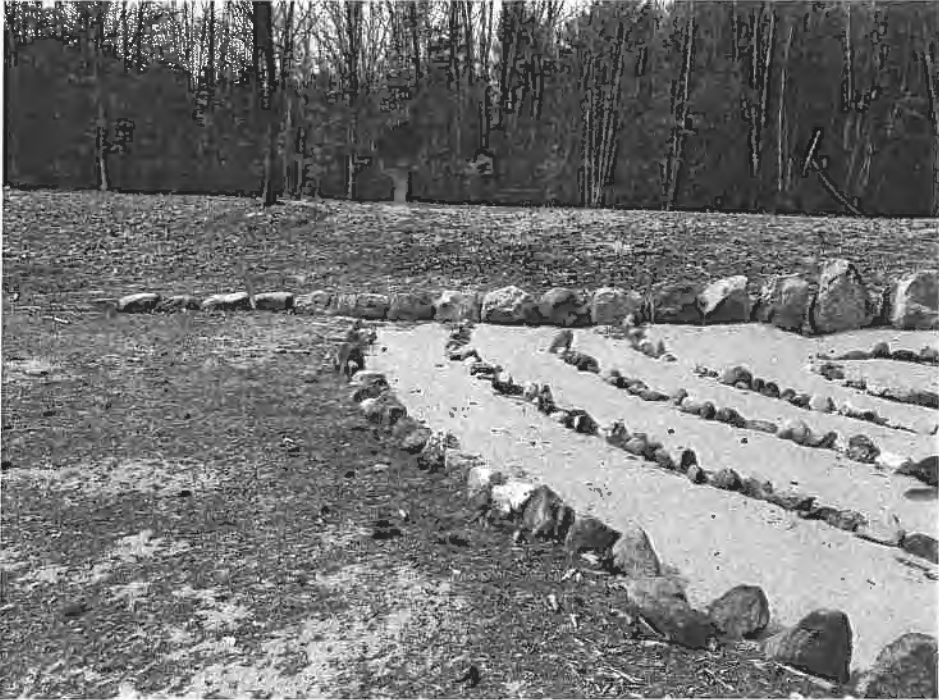
Black and white rendering of the sculpture



Installation sketch: the platform and outriggers will actually be 2ft. in the ground which is not accurately shown in the drawing. The pedestal will be 5.5 feet in length with 3.5 feet above ground.



Proposed location of sculpture at the Mt. Monadnock Labyrinth location



Friends of Public Art
Robertson Center for Non Profits
15 Eagle Court
Keene, NH ZIP 03431
631.872.4156
FPAMonadnock@gmail.com
fpamonadnock.org



FRIENDS of PUBLIC ART **To Whom It May Concern:**

I, Martina Angela Müller, creator of the Public Art Sculpture being installed at the Keene Airport, hereby declare that the art does not infringe upon any copyrights, and both myself and the organization Friends of Public Art agree to hold the City harmless of any copyright infringement.

In addition, Friends of Public Art and myself, Martina Angela Müller, agree to turn over ownership, control, and all future rights of the Public Art sculpture that will be installed at the Keene Airport.

I as the artist retain all copyrights of the sculpture. The sculpture may be photographed and used in any publications, but may not be reproduced without my permission.

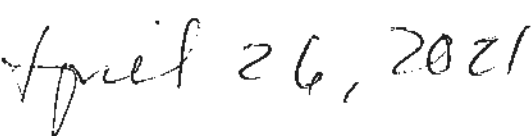
X Martina Angela Müller 4-23-21
Artist, Martina Angela Muller

X [Signature]
Friends of Public Art, Founder Georgia Cassimatis

FPA brings economic, cultural, social and historical vitality through the creation of public art installations in the Monadnock region which is free to the public.

I, Katie Schwerin, will provide to the City a sum equal to one percent (1%) of the construction cost of the Public Art for the monitoring, operation, maintenance, repair, upkeep, relocation, removal, or other requirements related to the Public Art.

Signed: 

Dated: 

DRAFT

PUBLIC ARTWORK SERVICES AGREEMENT from Friends of Public Art

THIS AGREEMENT is entered into as of this ____ day of _____, 20__, by and between the City of Keene, NH, and Friends of Public Art.

- A. The City of Keene is overtaking the ownership of the sculpture created by Adam Schepker.
- B. Friends of Public Art has submitted a proposal for the sculpture and the City has Approved its proposal to be permanently placed at the Keene Airport.
- C. The parties wish to memorialize their understandings about the project in a binding contract.

1- Time of Completion and Formal Acceptance

The Project shall be fully installed and completed by Artist by _____, unless delays are caused by the City, or by events beyond the control of both parties, at which time completion may be amended. Any extensions of time must be agreed to in writing by both parties.

The Artist must notify the City when the Project is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (i) the City agrees that the Project is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Project as completed ("Letter of Acceptance"); or (ii) the City does not consider the Project to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must then cure before the City will issue a Letter of Acceptance.

The Project is not finally complete for purposes of this Agreement until the City has issued a Letter of Acceptance ("Final Acceptance."). Once the City has issued a Letter of Acceptance the City will be the sole owner of the Project.

2- Design and Construction Fee

The total design and construction fee for the sculpture is \$3400. It is based on the specifications provided by Artist as shown on Exhibit A. The fee includes all design, materials, labor, delivery and installation of the Project.

3. Ownership and Rights Related to the Project

3.1. **Ownership.** Ownership of the Project shall pass to the City upon Final Acceptance. The Artist shall confirm in writing that ownership of the Work belongs to the City. Artist hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the Project.

3.2. **Reproduction.** In view of the intention that the Project in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of the City. Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and not to market goods or services. The Artist, however, may use photographic reproductions of the Project in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions used in advertising brochures, media publicity, and catalogues or other similar publications

3.3. **Credits.** Any two-dimensional reproduction by the City shall contain a credit to Artist and display a copyright notice. Artist shall use its best efforts to give a credit reading substantially, "an original work owned and commissioned by the City of Boulder," in any public showing of the Project or reproductions thereof.

3.4. **Copyright Notice.** The Artist shall place a copyright notice on the Project that informs the public that a work is protected by copyright, identifies the copyright owner, and shows the year of first publication.

3.5. **Registration.** If the copyright is registered with the U.S. Copyright Office, the Artist shall provide the City with the Copy of the application for registration, the registration number, and the effective date of the registration.

3.6. **Rights under the Visual Artists' Rights Act.** To the extent the uses, modification, destruction or removal of the Project under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.

3.7. **Right of First Refusal.** Artist shall have the right of first refusal to any sale or donation of the Project during the ten years following submission of the Letter of Acceptance. Such right of first refusal shall be exercised by written notice to the City

within thirty days of written notification by the City. If the Artist elects to exercise its right of first refusal it shall pay all costs associated with removal of the Project as set forth in section 8.2, below. If the City decides to donate or sell the Project, the donee or buyer of the Project (i) will assume all of the City's duties toward the Artist stated herein; (ii) will be obligated to defend and indemnify the City with respect to such duties; and (iii) will take the Project subject to all of the Artist's rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. The City will endeavor to notify the Artist of such donation and sale and of the identity of the donee or buyer. In the event the Artist does not exercise his/her right of first refusal, the City may proceed to sell or donate the Project.

4 - Maintenance, Repairs and Restoration

4.1. **Maintenance.** The City recognizes that maintenance of the Project on a regular basis according to the maintenance instructions is essential to the integrity of the Project and that the City will be solely obliged to maintain the Project after Final Acceptance. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restorations to the Project will be made. To the extent practical and if the Artist has provided a current address pursuant to Section 13, during the ten years following submission of the Letter of Acceptance, the Artist shall be given the opportunity to consult on repairs or restorations in addition to those described in the maintenance instructions.

4.2. **Removal, Relocation, or Destruction.** Nothing in this Agreement shall preclude any right of the City in its sole discretion to (i) remove the Project from public display; (ii) move or relocate the Project to another location selected by the City for public display; or (iii) destroy the Project.

If the City shall at any time decide to destroy the Project, the City shall notify the Artist and offer the Artist a reasonable opportunity to recover the Project at no cost to the Artist except for an obligation of the Artist to indemnify and reimburse the City for the difference between the City's cost to recover the Project and the City's cost to destroy the Project, as reasonably determined by the City. Without limiting the generality of this section, the Artist agrees that his rights in connection with the destruction of the Project are as described in this section; the Artist waives any greater or other rights which he might have in connection with the removal or destruction of the Project under 17 U.S.C. §106A(a) and §113.

5. Warranties

5.1. **Uniqueness.** The Artist represents and warrants to the City that the Project is

artistically unique, and agrees not to create or be involved in the creation of an identical artwork within 100 miles of Boulder, Colorado. Additionally, Artist represents and warrants that:

- A. The Project is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright and any other property or personal right;
- C. That neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- D. The Project is free and clear of any liens or claims or encumbrances from any source whatsoever.
- E. The Artist shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Project.

5.2. Workmanship. Artist warrants to City that all work performed will be performed in a workmanlike manner.

5.3. Materials. The Project, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

5.4. Defects & Deficiencies. Any work or material that is found to be defective or deficient, Artist will, without cost to City, correct it promptly after receipt of a written notice from the City, unless City has previously issued a Change Order accepting the defect or deficiency or City is the cause of the defect or deficiency, for example installation error.

For a period of two (2) years from the date of the City's Final Acceptance of the Project, the Artist agrees to replace or correct any material defects in the Project and that relate to a defect in the design, workmanship, or materials. The City shall give notice to Artist of any observed material defect. If Artist fails to cure any such material defects, or to make arrangements to do so within a reasonable time satisfactory to the City, the City has the right to arrange for such replacements or corrections, and Artist must reimburse the City for the costs of any such replacements or corrections. If the City asks Artist to repair damage caused to the Project not related to the design, workmanship, or materials, for example by vandalism, collision, extreme environmental conditions, or other unforeseeable causes, the City will reimburse Artist for reasonable material and labor

If to the City:

If to the Artist: The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the rights granted to or retained by the Artist in this Agreement, the exercise of which requires response by the Artist. A mailing of notice by the City by certified mail with return receipt requested to the address of the Artist or of his attorney currently on file with the City at the time of such mailing shall be deemed to be an adequate notification effort by the City hereunder.

F. Entire Agreement. This document constitutes the entire agreement between the parties and supersedes all prior understandings and discussions. This Agreement may only be modified in writing by an amendment signed by both parties

G. Disputes. The parties agree to use the principles of collaboration and cooperation, to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, claims or legal actions. The Parties agree that any and all claims, controversies, breaches or disputes arising from or related to this Agreement, including those pertaining to the formation, construction, performance, applicability, interpretation, or enforceability of this Agreement is subject to a requirement to mediation in Colorado prior to filing any lawsuit.

H. For any Public Art intended to be owned by the City, include a signed statement that the artist(s)/organization will provide to the City a sum equal to one percent (1%) of the construction cost of the Public Art for the monitoring, operation, maintenance, repair, upkeep, relocation, removal, or other requirements related to the Public Art. If the artist(s)/organization is not intending to provide these funds then a signed statement will need to be provided.

7 - Insurance

Friends of Public Art agrees to procure and maintain insurance during the installment of the sculpture, at its own cost. Policy attached in exhibit D.

A During the time of work on City Property, General Property & Liability in the amounts of \$1,000,000.00 listing the City as an additional insured will be provided

costs for such repairs, except to the extent such damage is due to a defect in design, workmanship or materials used in Project.

This warranty and guarantee excludes any responsibility on the part of Artist to remedy any defect or deficiency caused by any abuse, misuse, or failure to properly maintain by City or others, and changes or modifications not performed by Artist.

In the event of any alteration or damage to the Project, whether intentional or accidental, the Artist shall have the right to disclaim authorship of the Project and upon written request of the Artist to the City shall remove the identification plaque at its own expense.

6 – Miscellaneous Provisions

A. **Assignment.** Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist must neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

B. **Independent Contractor.** The relationship between the Artist and the City is that of an independent contractor. The Artist shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Artist. The Artist is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.

C. **License and Business.** The Artist must hold, in the Artist's name, all necessary licenses and permits to perform the work. The Artist must have full authority to do business in the State of Colorado, and have a designated place of business for making and accepting communications with or from the City. The Artist must maintain a current address and telephone number with the City throughout the term of this Agreement.

D. **Governing Law.** This Agreement is governed by the laws of the State of Colorado. Any suit between the parties shall be brought only in the courts of the Twentieth Judicial District of the State of NH.

E. **Notice.** Any notice or other communication given by either party to the other related to this Agreement must be hand delivered; sent by a commercial carrier; or sent by mail, addressed to the party at its address as set forth below. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KEEKE

BY: _____

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ARTIST:

Name:

STATE OF NEW HAMPSHIRE)

) ss.

COUNTY OF CHESHIRE)

Acknowledged before me, a notary public, this _____ day of _____ 20__, by _____, as _____.

Witness my hand and official seal.

My commission expires:

Notary Public

(SEAL)

EXHIBIT A
PROJECT SPECIFICATIONS

EXHIBIT B

MATERIALS AND/OR SERVICES PROVIDED BY CITY

EXHIBIT C
CITY ITEMS

EXHIBIT D
INSURANCE POLICY



CITY OF KEENE

R-2018-22

In the Year of Our Lord Two Thousand and Eighteen.....

A RESOLUTION COUNCIL POLICY: RELATING TO THE ACCEPTANCE AND PLACEMENT OF PUBLIC ART

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

WHEREAS: Public Art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of Public Art is the importance of integrating art into the fabric of the community in order to enrich and enhance the physical attractiveness of the community. Public Art transforms spaces and provides a valuable contribution to the appreciation of the community and the quality of public places; and

WHEREAS: The City of Keene desires to participate in the promotion and display of Public Art to contribute to the unique identity of the City; enhance the City's economic and cultural vitality; and to encourage Public Art that is accessible to the public visually and physically.

NOW, THEREFORE, BE IT RESOLVED: Public Art may be located on public property in areas that are frequently visited, viewed, or accessed by the public. Locations may include public right-of-ways, intersections, City parks, City-owned property, and City-owned buildings, and

BE IT FURTHER RESOLVED: Artists and/or organizations wanting to create, provide, or develop Public Art shall submit a proposal to the Keene City Council that provides sufficient information for consideration of each proposal. When the City Council is considering Public Art, temporary or permanent, to be installed on, or in, property under City ownership or control it may consider:

- Whether the Public Art reflect aspects of the City's history, unique environment, cultural identity, or community at-large;
- Whether the Public Art aesthetically enhances public spaces or environments to which it relates or interacts;
- Whether the Public Art is commensurate in scale with its surroundings;
- Whether the Public Art is technically feasible to produce and to display;
- Whether the Public Art is unique and original and not mass produced or standardized;
- Whether the Public Art is durable, constructed of materials that will survive in the environment in which it will be placed, and reasonable to maintain in terms of time and expense;
- Whether the artist(s) and/or organization(s) submitting a proposal for Public Art can demonstrate that the artist(s) and/or organization(s) is (are) recognized by critics and peers as one who produces works of art;

PASSED

- Whether the Public Art is in a location that allows for necessary maintenance;
- Whether the Public Art is designed to be reasonably protected from environmental degradation, damage, vandalism, or theft;
- Whether the Public Art is affixed to a structure or building and whether the structure or building is expected to remain in good condition for twenty (20) years;
- Whether the Public Art creates a public safety, health, or security concern.

BE IT FURTHER RESOLVED:

- Temporary Public Art is intended to not be owned by the City, to remain in the care, control, and ownership of the artist(s) and/or organization(s), to be easily installed and removed, to be displayed for a specific period of time or on loan for an undetermined period of time, and as specified in a Memorandum of Understanding between the artist(s) and/or organization(s) and the City Council prior to display.
- Permanent Public Art is intended to be owned by the City, is attached to a structure or property owned by the City, is of a size or type of construction that it cannot be easily removed, and which the artist(s) and/or organization(s) agree to relinquish and transfer all rights of ownership and control to the City of Keene.
- Public Art proposals will be in writing and shall include the following minimum information.
 - A description of the proposed Public Art, including but not limited to, the name of artist(s) and/or organization(s) involved, description of the experience of the artist(s) and/or organization(s) in the production of the type of artwork, and information establishing that the artist(s) and/or organization(s) is recognized by critics and peers as one who produces works of art.
 - Whether the Public Art will be temporary and on loan to the City, or permanent and owned by the City.
 - Identification of the location of the Public Art.
 - A description of the Public Art that includes a proposed design which is commensurate in scale with the intended location, the size to scale, the dimensions of the physical space required, the materials to be used, the intended theme or context, and if temporary, the length of time of the display, and how the Public Art will be accessible to the public for viewing and enjoying.
 - Whether utility hookups are required.
 - How the Public Art is funded.
 - The anticipated maintenance requirements of the Public Art, including recurring expenses.
 - If temporary, identify how the Public Art will be removed and how the space will be restored to its previous condition.

- o How the Public Art will aesthetically enhance public spaces or environments to which it relates or interacts.
 - o Provide appropriate certification that the Public Art does not infringe upon any copyright or trademark.
 - o Provide documentation as required by the City with respect to construction or installation of the Public Art.
- The artist(s) and/or organization(s) proposing Public Art shall provide appropriate insurance certificates and indemnification to the City during construction/installation, and/or during display, as determined by the City Council, through a license for temporary Public Art or in the construction documents for Permanent Public Art.
 - If the Public Art is not owned by the City, the artist(s) and/or organization(s) proposing the Public Art will be responsible for the expenses of monitoring, operation, maintenance, repair, and removal.
 - The City shall have the right, in its sole discretion, to determine when or if it is necessary that Public Art be removed from public display.
 - The City Council, in its sole discretion, shall determine whether Public Art is accepted for ownership by the City.
 - The City Manager is authorized to develop and administer rules and procedures to determine whether a proposal for Public Art is acceptable and complete for submission to the City Council for consideration; for the management, monitoring, installation, maintenance, repair, operation, and removal of Public Art, and to prepare appropriate and necessary documents for the transfer of the ownership of permanent Public Art to the City; and to adopt City Ordinances as may be necessary and appropriate.
 - The City will establish an expendable trust for expenses associated with commissioning, installation, monitoring, maintenance, repair, operation, and removal of Public Art.
 - For any Public Art intended to be owned by the City, the donor shall contribute to the City a sum equal to one percent (1%) of the construction cost of the Public Art, to be deposited into the expendable trust and used by the City for the monitoring, operation, maintenance, repair, upkeep, relocation, removal, or other requirements related to the Public Art.


Kendall W. Lane Mayor

In City Council July 5, 2018.
Referred to the Municipal Services,
Facilities and Infrastructure Committee.


City Clerk

A true copy:

Attest: 
City Clerk

PASSED July 19, 2018



City of Keene
Transmittal Form

May 18, 2021

TO: Mayor and Keene City Council

FROM: Eugenia Snyder, Senior Right of Way Specialist

THROUGH: Patricia A. Little, City Clerk

ITEM: 2.

SUBJECT: Eugenia Snyder/Eversource Energy - Request to Access Old Gilsum Road - Transmission Pole Replacement in Power Line Right of Way

COUNCIL ACTION:

In City Council May 20, 2021.

Referred to the Municipal Services, Facilities and Infrastructure Committee.

ATTACHMENTS:

Description

Communication_Eversource

BACKGROUND:

Eversource is requesting access to the Old Gilsum Road for the replacement of 4 wood transmission poles. The work will occur between early June and November 30, 2021.



Eugenia N. Snyder
Sr Right of Way Specialist
780 N. Commercial Street
Manchester, NH 03101
jenny.snyder@eversource.com

May 17, 2021

Attn: Municipal Services, Facilities & Infrastructure Committee
City Council
City of Keene
3 Washington Street
Keene, NH 03431

Via email: clerks@ci.keene.nh.us

Dear Madam or Sir:

I am writing to request temporary access over the class VI Old Gilsum Road in Keene, New Hampshire pursuant to city ordinance. Effective upon approval from the City Council and through November 30, 2021, Public Service Company of New Hampshire doing business as Eversource Energy (Eversource) requests to access Old Gilsum Road to reach our power line corridor to replace four existing wood transmission poles. Access will be needed for equipment to prepare the site for construction, installation of the new poles and wire, and removal of the old poles and wire.

The work in this location is expected to begin in early June. The site preparation, pole and wire installation is anticipated be completed during the summer.. Once all new poles on this transmission line are replaced, a fiber-optic communication wire will be installed on all poles, and access to the four structures adjacent to Old Gilsum Road will be needed again starting in September, and the final work is expected to be complete on November 30, 2021. This schedule may change due to weather or other unexpected circumstances.

Please respond to me at the email above at your earliest convenience with the official approval or with any questions or concerns.

Very truly yours,

A handwritten signature in black ink that reads "Eugenia N. Snyder".

Eugenia N. Snyder
Senior Right of Way Specialist



City of Keene
Transmittal Form

May 17, 2021

TO: Mayor and Keene City Council

FROM: Eric George, Transmission Forestry Supervisor National Grid

THROUGH: Patricia A. Little

ITEM: 3.

SUBJECT: Eric George/National Grid - Request to Access Old Gilsum Road for Tree and Brush Clearing of Power Line Right of Way

COUNCIL ACTION:

In City Council May 20, 2021.

Referred to the Municipal Services, Facilities and Infrastructure Committee.

ATTACHMENTS:

Description

Communication_NationalGrid

BACKGROUND:

National Grid is requesting access to the Old Gilsum Road for their cycle of maintenance to control the trees and brush growing on the powerline right-of-way. The specific access is through the gate at the corner of Old Gilsum Road and Timberlane Drive from June 4 to June 18, 2021.

Eric George
Transmission Forestry Supervisor
1101 Turnpike St, North Andover, MA 01845
(978) 725-1046
Eric.george@nationalgrid.com

May 17th, 2021

City Council – City of Keene NH

Dear Council:

National Grid (New England Power Company) is requesting Access to Old Gilsum Rd Keene NH. This summer we will be performing our cycle of maintenance to control the trees and brush growing on the Power line Right-of-way. We will be controlling species of trees and brush that are capable of causing interruptions to power if allowed to grow into the wires. We also will be maintaining access paths clear of brush along the right-of-way.

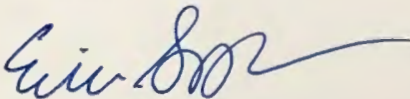
Old Gilsum Rd gives us access to the large area of Right-of-way between Franklin Peirce Hwy and Gunn Rd. New England Power also owns a parcel of land listed as 0 Old Gilsum Rd. Keene.

We would request access through the gate at the corner of Old Gilsum Rd and Timberlane Dr. National Grid would like to have access through this gate from June 4th to June 18th 2021.

This work will be conducted by approved National Grid contractor, Lucas Tree Service.

If you have any additional questions about the work being conducted, please contact me at (978) 725-1046 or by email: eric.george@nationalgrid.com

Sincerely,



Eric George



City of Keene
Transmittal Form

May 20, 2021

TO: Municipal Services, Facilities and Infrastructure Committee

FROM: Donald R. Lussier, P.E., City Engineer

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 4.

SUBJECT: Acceptance of a Drainage Easement - Old Walpole Road - City Engineer

RECOMMENDATION:

Move that the Municipal Services, Facilities and Infrastructure Committee recommend that the City Manager be authorized to do all things necessary to negotiate and accept a drainage easement across portions of Parcel No. 506-065.

BACKGROUND:

The City's owns a small section of enclosed drainage system along Old Walpole Road, in proximity to Hilltop Drive. The system accepts storm water from Hilltop Drive as well as a short section of Old Walpole Road. The majority of flows are directed toward the northwest, before crossing under Old Walpole Road towards Black Brook. At some point in the past, a smaller pipe was installed from the southern side of Old Walpole Road, diagonally across the northeast corner of Parcel No. 506-065. We believe the intention of this pipe was to allow overflow of the roadside system during very heavy flows. No plans or construction records for this pipe have been located.

In 1990, city crews relocated the older drainage pipe to run closer to the property boundary in order to allow the property owner to construct a 2-car attached garage. At that time a plan was prepared showing a "proposed easement" for the relocated pipe. However, it does not appear that an easement was finalized or recorded with the County Registry of Deeds.

More recently, the property owner has requested that the City address some problems created by the existing drainage pipe. Specifically, discharges from the pipe are causing a portion of the lawn and a garden shed to remain wet. The City has developed a short-term plan to extend the existing pipe approximately 110 feet, past the lawn and shed areas. Storm water flows will then be allowed to dissipate naturally through the forested portion of the parcel.

We have requested that the property owner grant the City an easement for the existing drain and proposed extension. This will document our legal rights to operate and maintain the system into the future. The proposed easement will extend approximately 240 feet into the parcel and will be written to automatically extinguish when it is no longer needed.