

CITY COUNCIL MEETING

AGENDA ITEM IX



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

May 7, 2012 City Council Meeting

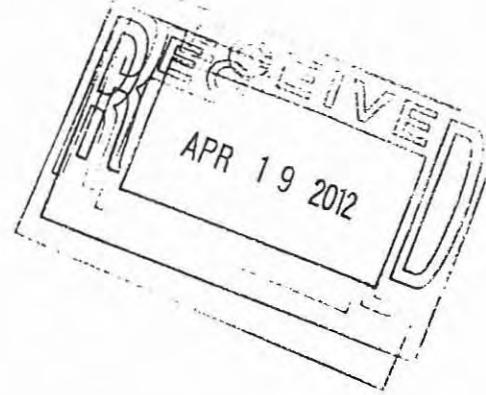
Subject: Approval of Non-Exclusive Lease with Central New Hampshire
Amateur Radio Club

Motion: *"I move that the Franklin City Council approve the Non-Exclusive Lease for a one-year period beginning July 1, 2012 and ending June 30, 2013 with Central New Hampshire Amateur Radio Club and authorize the City Manager to executive said lease."*

April 16, 2012

Central NH Amateur Radio Club
PO Box 1112
Laconia, NH 03247

City of Franklin, NH
Attn: Elizabeth Dragon, City Manager
316 Central St.
Franklin, NH 03235



RE: CNHARC Amateur Radio Repeater Site Lease

Dear Ms. Dragon;

We would like to exercise our option to renew our lease for one year commencing July 1, 2012 – June 31, 2013 as provided in paragraph 4 of our current lease.

Enclosed you will find a copy of the current Certificate of Liability, copies of the lease for renewal and a check for \$1.00 being the current annual lease consideration.

Thank you for your support and assistance.

Sincerely,

Thomas Persson
Thomas Persson
Treasurer

CENTRAL NH AMATEUR RADIO CLUB, INC.
PO BOX 1112
LACONIA, NH 03247-1112

Pay to the Order of City of Franklin NH Date 4/16/12 1309
ONE \$ 1.00
no Dollars

CITIZENS BANK
New Hampshire

For lease renewal *Thomas Persson*

⑆011401533⑆ 3300056626⑈ 1309

**CITY OF FRANKLIN, NEW HAMPSHIRE
AND
CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB**

NON-EXCLUSIVE LEASE

AGREEMENT made the ____ day of _____, 2012, by and between the CITY OF FRANKLIN, a New Hampshire municipal corporation located in the Merrimack County (hereinafter called the Lessor), and CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB, c/o Clifford Dickinson, President, P.O. Box 1112, Laconia, New Hampshire, 03247 (hereinafter called the Lessee).

WITNESSETH:

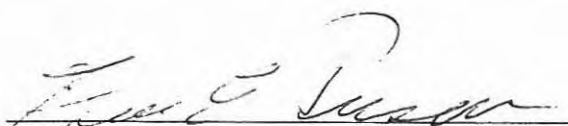
- 1. The Lessor does hereby let unto the Lessee the right to erect and/or maintain at the Lessee's sole expense, in accordance with the Lessor's specifications, a support structure for a radio repeater antennae, to be located and erected on the Lessor's property at Flag Hole Road in New Hampshire, together with the right of access to, use and possession of equipment building adjacent to the site for the purpose of storing transmitter and other associated transmission equipment, to have and to hold the demised premises for the term of one (1) year, commencing July 1, 2012 through June 30, 2013.**
- 2. The consideration for this lease shall be the payment by the Lessee to the Lessor of the sum of one (\$1.00) per year and other valuable consideration as recited herein. As further consideration for this Lease, Lessee shall maintain the site. Such maintenance shall include routine cutting of grass and brush and building maintenance to the satisfaction of the Lessor, who shall be reasonable in maintenance requests and requirements.**
- 3. The Lessee shall have the option to extend the term of the Lease annually after consideration and possible renegotiation of rent and Non-Exclusive Lease terms.**
- 4. It is understood and agreed the leased premises are to used by the Lessee solely for furnishing electronic communication services. No other uses shall be permitted without approval by the Lessor. All such uses shall be in conformance with the city, state, and federal laws and regulations.**
- 5. The Lessee agrees to indemnify and defend the Lessor against, and to save it harmless from, any and all claims of whatever nature, for injury or damage to persons or property in or about the leased premises, and from and against all costs, counsel fees, expenses and liabilities in or about and such claim or action brought thereon; and in case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, covenants to resist and defend, at Lessee's expense, such action or proceeding.**

- 6. The Lessee shall have the right to assign the benefits and burdens of the Lease.**
- 7. The Lessee agrees to procure and maintain public insurance for the benefit of the Lessor against any claims for personal injury or property damage, resulting from or pertaining to or in any way connected with its use of the leased premises during said term with limits of at least equivalent to one hundred thousand dollars (\$100,000.00) per individual and three hundred thousand (\$300,00.00) per accident for personal injuries, and one hundred thousand (\$1,00,00.00) per property damage. Within thirty (30) days after the date hereof, the Lessee shall deliver to the Lessor certificates of insurance, certifying that such insurance is in full force and effect, and containing a ten (10) day notice of termination of insurance clause.**
- 8. At the expiration of this Lease, or any extension thereof, the Lessee shall surrender the leased property and return it to its original condition or as close to the original condition as practical. The Lessee shall, at the termination of this Lease or any extension thereof, remove all fixtures and equipment installed in it.**
- 9. The Lessor may give the Lessee thirty (30) days notice of its intention to terminate the Lease in any of the following circumstances:**
 - A. If the Lessee shall default of the performance of any covenant of this Lease (other than covenant for the payment of basic rent) and if such default is not cured within thirty (30) days after written notice thereof given by the Lessor; or, if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period; if the Lessee shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.**
 - B. If Lessee shall be in default with respect to its maintenance and service obligations, and such default is not cured within thirty (30) business days after the mailing of written notice thereof by the Lessor.**
 - C. If Lessor shall give the notice of termination provided above, then at the expiration of such period, this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of the Lease, and the Lessee shall surrender the leased property to the Lessor.**
- 10. The Lessee, during the course of the performance of all of the terms of the lease, shall, at all times during the lease term and during the extension or renewal term, peaceable and quietly enjoy the leased premises without any disturbance from the Lessor or from and other person claiming through the Lessor.**
- 11. All welding, construction or similar activity shall be provided by Franklin Municipal Services Director prior to commencement.**

12. The Lessee shall be responsible for the interference with any radio or television signals, or any other communication signals, this equipment or operation of such equipment may cause. The Lessee agrees to indemnify the Lessor from any claim, action or suit, which may be brought against the Lessor as a result of such interference. Further, Lessee agrees to immediately terminate the use of the location of any such interfering equipment upon request of the Lessor and further agrees to halt all activities at the request of the Lessor in the event that the Lessor has reasonable cause to believe that such interference is occurring as a result of the Lessee's operation.
13. The parties shall execute a Notice of Lease in compliance with RSA 477:7-a
14. The Lessee shall be responsible for the payment of all utilities required to operate the antennae
15. The Lease is entered into in conformance with Franklin City Council dates December 7, 1987
16. The Lessee shall be responsible for repairing any damage resulting from its access to the radio tower and support structure. For the period of December 1 through May 1, the radio tower and support structure shall not be accessed with motor vehicles without permission of the Municipal Services Director.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.


Witness



Witness

BY: _____

Elizabeth Dragon
City Manager
Duly Authorized



Central New Hampshire Radio Club
Clifford Dickinson
President

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/09/2011

PRODUCER Hays Affinity Group 1400 Renaissance Drive, Suite 300 Park Ridge, IL 60068		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																			
PHONE NO. 847-939-8300		<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>The Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	The Hanover Insurance Group		INSURER B:			INSURER C:			INSURER D:			INSURER E:		
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INSURED Central New Hampshire Amateur Radio Club P.O. Box 1112 Laconia, NH 03247 Attn: Tom Persson Customer ID #: 200139																					

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RHC-9167806-00	08/01/11	08/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION BELOW				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed below only with respects to the named Insured's actions and / or negligence with regards to the repeater site located at VMA Ski Area on Flag Hole Road.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Franklin 316 Central Street Franklin, NH 03235		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED SIGNATURE 