

CITY COUNCIL MEETING

AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**
City Council Meeting June 2014

From: Elizabeth Dragon– City Manager
Subject: City Council to consider renewal of the Central New Hampshire Amateur Radio Club lease

Recommended motions:

1. Councilor moves:

“I move that the Franklin City Council approves the Non-Exclusive Lease for a one-year period beginning July 1, 2014 and ending June 30, 2015 with Central New Hampshire Amateur Radio Club and authorize the City Manager to execute said lease”

2. Mayor asks a second, discussion, and calls the vote.

Discussion: This has been renewed annually since 1987.

Attachments: Lease & Certificate of Liability



CNHARC

PO Box 1112
Laconia, NH 03247

www.cnharc.org
603/273-4644

April 30, 2014

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, 2014 – June 31, 2015 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.

On behalf of the Club Officers and Members thank you for your support and assistance.

Sincerely,

Thomas Persson
Treasurer

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

1342

Date 4/30/14

54-153/114
417

Pay to the Order of City of Franklin \$ 1.00
One Dollars

CITIZENS BANK
New Hampshire

FOR Exp. Radio July 2014 - June 30, 2015

⑆011401533⑆ 3300056626⑆ 1342

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

NON-EXCLUSIVE LEASE

AGREEMENT made the ____ day of ____ 2014, 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 Dave Megin, 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, 2014 through June 30, 2015.**
- 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 be 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
Dave Megin
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402	CONTACT		
	NAME: Hays Companies		
	PHONE (A/C, No, Ext: 612-333-3323)	FAX (A/C, No):	
	E-MAIL ADDRESS: jdscott@hayscompanies.com		
	PRODUCER CUSTOMER ID #:		
INSURED Central New Hampshire Amateur Radio Club PO Box 1112 Laconia, NH 03247	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Hanover Insurance Group		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		RHC-9167806-02	8/1/2013	8/1/2014	EACH OCCURENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each Occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG	\$ 1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each Accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E. L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE - EA EMPLOYEE	\$
							E. L. DISEASE - POLICY LIMIT	\$
							Contents	\$
							Deductible	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective 08/01/2013 include as additional insured City of Franklin NH but only with respects to the named insured's actions and / or negligence with regards to the repeater site at VMA Ski Area on Flag Hole Rd. through term of policy.

CERTIFICATE HOLDER

City of Franklin,
316 Central Street
Franklin, NH 3235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Allen