

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

March 1, 2010
Aldermen Osborne, Lopez,
Shea, Roy, Greazzo

4:30 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Osborne calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by the Facilities Division regarding McIntyre Ski Area.
Gentlemen, what is your pleasure?
4. Request to obtain lot number 676-5 located at Riverdale Avenue, West Mitchell and Dunbar Streets.
(Note: Attached is a memo from Joan Porter regarding the Tax-Deeded property; appraisal from the Board of Assessors and communication from Planning & Community Development.)
Gentlemen, what is your pleasure?
5. Communication from Alderman Greazzo, Ward 10, regarding the proposed dog park.
Gentlemen, what is your pleasure?
6. Communication from Dennis Smith, 50 Comeau Street, regarding the proposed dog park.
Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any item off the table.

7. Report of the Board of Mayor and Aldermen advising that is has requested staff to prepare documents to provide that the City agree to extend the term on the 2nd mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.
(Note: The Committee has requested clarification from Finance as to whether financials from 1984 – 2001 have been provided; Solicitor to provide a fair market value for the property as established by the Superior Court in October; Tabled 8/04/08; The Committee requests the Solicitor to provide an updated Certificate of Insurance for the property; Retabled 12/2/08. Information to be provided by the Assessor. Retabled 7/07/09 waiting for disposition letter. Retabled 9/1/09, Finance Officer and City Solicitor to provide a final disposition letter.) Retabled 1/19/10, Mayor, Finance Officer and City Solicitor to provide a final disposition letter.) On file for viewing with Office of the City Clerk, One City Hall Plaza.

8. Communication from Jack Baringer, Site Acquisition Manager for Goodman Networks, submitting a proposal for Clearwire to Lease City Property.
(Note: Table 1/19/10; Leon LaFreniere, Director of Planning & Community Development to work with staff and provide a recommendation.)

9. Request to obtain lot number 611-4A Island Pond Road.
(Note: Attached is a memo from Joan Porter regarding the Tax-Deeded property; appraisal from the Board of Assessors, if available. Tabled 9/1/09, additional information submitted by the Director of Planning & Community Development. Retabled 1/19/10; Leon LaFreniere, Director of Planning & Community Development to work with the City Solicitor and provide a recommendation.)

10. Draft agreement submitted by the City Solicitor's Office between the City of Manchester and the Manchester Dog Park Association for a proposed dog park in the city.
(Note: On November 10, 2009 the Committee voted to send the agreement to the Dog Park Association and table this item until they have responded.)

11. Communication from Chuck DePrima, Acting Director of Parks, Recreation and Cemetery Department, regarding dog park site investigations for Dunbarton Road and Crescent Road.

(Note: Referred by the Board of Mayor and Aldermen on 10/6/09. Tabled on November 10, 2010. An additional proposal for a possible site on Varney Street has been submitted by Chuck DePrima, Acting Director of Park, Recreation & Cemetery Department.)

12. There being no further business, a motion is in order to adjourn.

January 12, 2010



Lands and Building Committee
City of Manchester

Dear Lands and Building Committee Member:

McIntyre Ski School has diligently worked to prepare the area for 2009-10 season. The new ticket office and administration area has proven to be instrumental in providing a quick and convenient way to purchase tickets and season passes, as well as to provide information before our guests head out to enjoy McIntyre Ski Area. Season ski pass sales have exceeded previous years even though we are no longer offering a family pass. It's becoming clear to us that our promotions and availability have been well-received by our guests.

Lift repairs and maintenance were required in order to meet New Hampshire Safety requirements for the East and West chairs. These repairs were approved by Stevens Engineering and by the NH Department of Safety Board. A great many changes were required in order to install the two Wonder carpets, including excavation and prep work, but with the aid of Cassidy Electric both conveyors are in place and operational for this season.

The preparation and construction of the two conveyors revealed drainage problems. It was discovered that the original culverts were not maintained for many years and have now been replaced. Equipment was purchased in order to meet the requirements for snow removal and salting. A new (used) groomer was also purchased and has proven its worth, allowing us to provide a better groomed surface in a shorter amount of time, saving labor and fuel costs.

The projected new lodge will solve the crowding problems that currently exist. We're making good progress in the design and development with the help of Kevin O'Maley and his staff. Kurt Lauer (architect) has been selected to provide the design and Conneston Constructions, Inc. (CCI) has been chosen as the Construction Manager. The project is scheduled to start no later than April 1, 2010 and completed no later than October 1, 2010.

Enclosed please find the renderings of the new lodge facility and floor plans.

Best Regards,


David "Don" Sarette
Owner


Ross Boisvert
Area Manager

**PROPOSED IMPROVEMENTS AT McINTYRE SKI AREA
2009-2010**

The following improvements have been completed at McIntyre Ski Area, or are scheduled to be completed by the fall of 2010.

SUMMER and FALL OF 2009

1. A 540 square foot addition to the Rental Shop Building which houses new office space, a new work room, and a new ticketing area was completed.
2. The existing pony lift and lift shack have been removed and replaced with two new conveyor lifts in the "beginner" area, which will greatly enhance the learning experience for new skiers.
3. A new snow cat has been purchased for improved snow grooming.
4. Slope-side improvements include trimming of overgrown trees, replacement of failed drainage systems, and upgrades to the trail lighting.

THE NEW LODGE

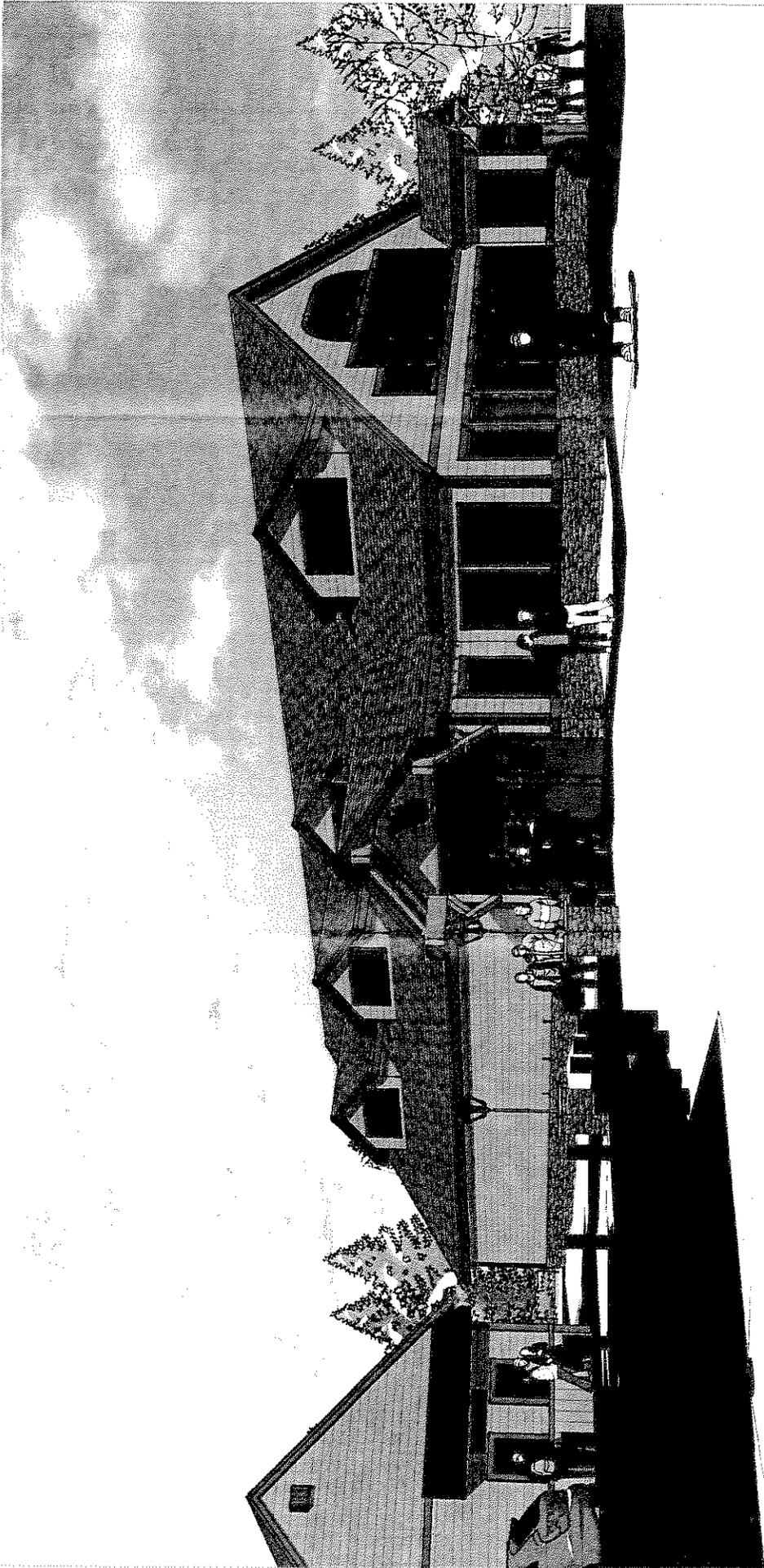
The design for the replacement of the existing lodge is currently underway. A construction manager has been selected and demolition of the existing lodge is scheduled to begin around the first of April. The new lodge will include the following features:

Approximately 6,200 square feet of space on the first floor, and 2,200 square feet of space on the second floor. The first floor will feature an expanded and vastly improved food service area, a doubling in size of the current seating area, and plans for future expansion to accommodate additional seating and pre-school skier facilities. The second floor will house space for instructors' lockers, meetings, and a private function room. The building will be sited to take advantage of the views of the ski hill, accommodate future expansion, minimize impact on the existing wetlands, and create an exterior patio space for skiers and parents to enjoy on the sunny winter afternoons. Future plans also include an exterior fire pit, a barbecue area, and most importantly, the ability for use on a year-round basis.

The new lodge will be fully integrated with the Rental Building for ticketing and ski school sales, be Wifi compatible, and have updated ticketing software and POS (point of sale) systems.

THE SLOPES

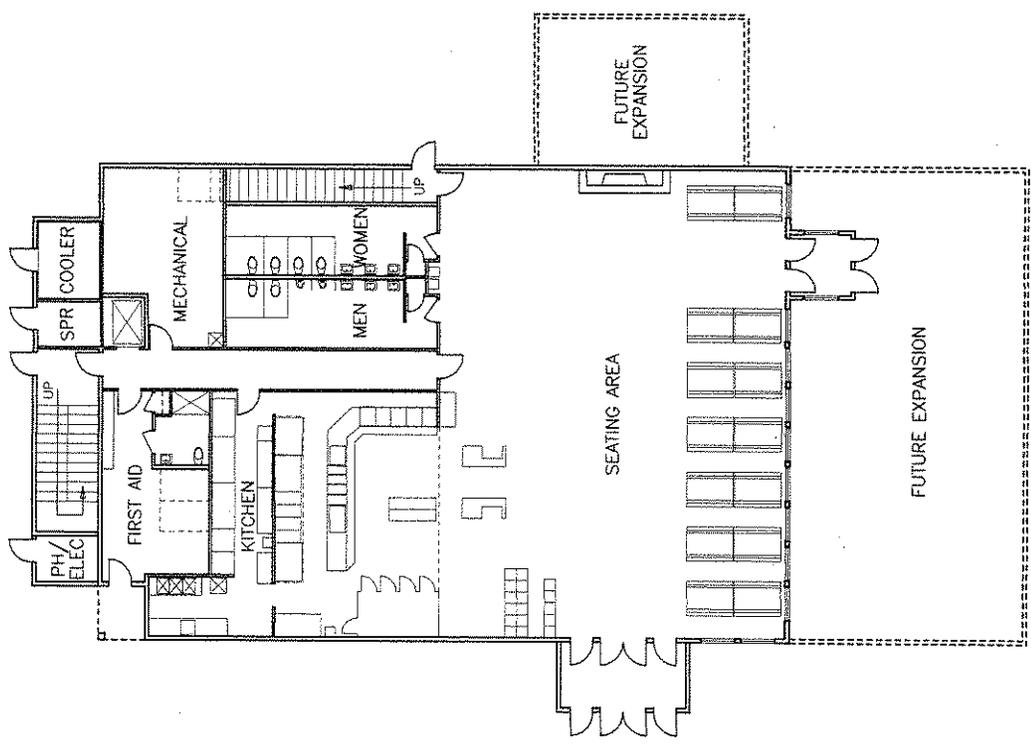
Planned improvements to the site and slopes include a new foot bridge connecting the back parking lot to the main lodge area, expanded tubing area with a new conveyor lift, and improved energy efficient lighting on the slopes and in the parking areas.



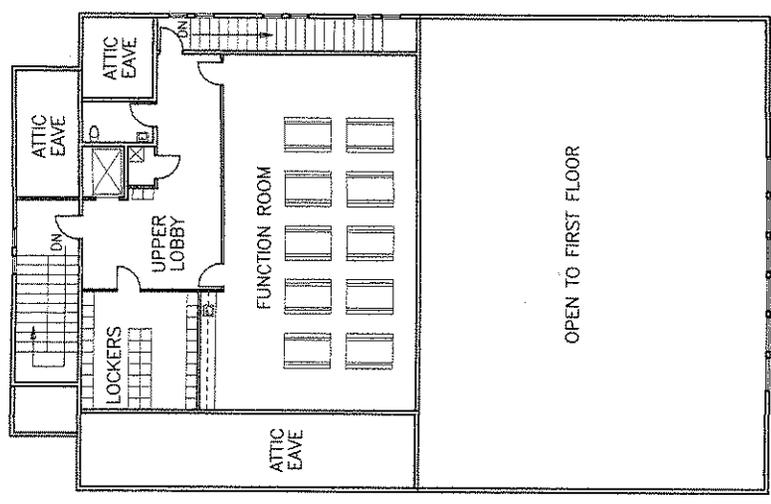
© 2000, [unreadable]



APPROXIMATE EDGE OF EXISTING PAVEMENT



FIRST FLOOR PLAN
 1/16"=1'-0"



SECOND FLOOR PLAN
 1/16"=1'-0"

LAUER ARCHITECTS, P.A.
 135 N. MAIN ST., SUITE 200, MANCHESTER, NH 03104
 TEL: 603-877-9441 FAX: 603-877-1577



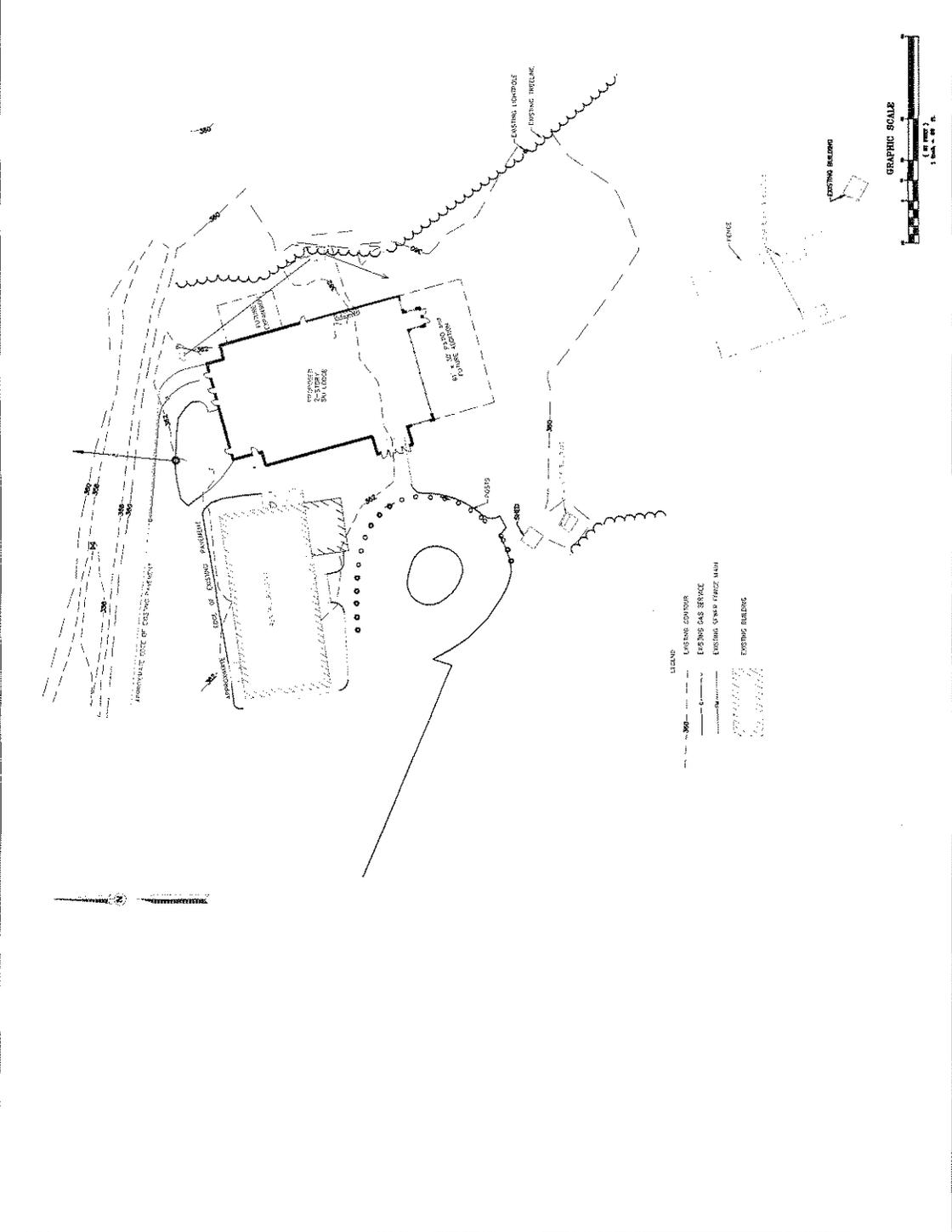
ALTUS
 ENGINEERING, INC.
 1000 W. MAIN ST., SUITE 200, MANCHESTER, NH 03104
 TEL: 603-877-9441 FAX: 603-877-1577

PROPOSED IMPROVEMENTS AT:
MCINTYRE SKI AREA
 50 CHALET COURT MANCHESTER, NH 03104

PROPOSED
 SITE PLAN
 @ 1" = 20'

DATE: JAN. 8, 2010
 PLOT: 43621000

SITE PLAN
 SHEET 5 OF 5



RICHARD J. JOYAL

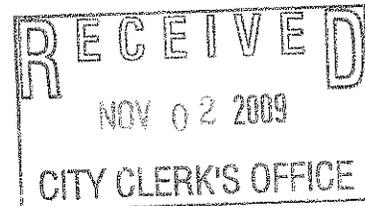
Attorney at Law

63 High Street
Manchester, New Hampshire 03104-6116

Telephone (603) 622-7452
Admitted in New Hampshire & Massachusetts

November 2, 2009

The City of Manchester
Matthew Normand, Clerk
1 City Hall Plaza
Manchester, NH 03101



Re: Request for Real Estate Conveyance/Transfer
Map 676 Lot 5 (Formerly Lots 269, 270, 271 and 272)
Located at Riverdale Ave., West Mitchell and Dunbar Streets
Manchester, NH

Dear City Clerk Normand:

Please let this letter serve to formally request that the City of Manchester agree to convey the above-referenced parcel to my clients, Berchmans Vaillancourt and Lucille Vaillancourt, jointly.

Upon information and belief, in 1943 the City of Manchester took title by tax deed for unpaid taxes to what were known as Lots 269, 270, 271 and 272, the remainder of which is now known as Lot 5. Upon information and belief, Lot 5 has never been used for any purpose by the City. Lot 5 has been used by the Vaillancourts exclusively, openly and continuously for the last 43 years. It has been used and maintained by the Vaillancourts as the front yard of their property and it contains shade trees they planted, a groomed lawn that they planted and maintain and fencing which runs along the easterly roadside of Riverdale Avenue and Dunbar Street that they installed and maintain. Lot 5 is visually blended with the Vaillancourts' lot.

We believe that it would be in the City's and the Vaillancourts' interest that the City convey Lot 5 to the Vaillancourts by agreement.

We request that Board of Mayor and Aldermen vote to convey Lot 5 to my clients, Berchmans Vaillancourt and Lucille Vaillancourt, jointly.

Thank you.

Very truly yours,

Richard J. Joyal, Esq.

RJJ:km

Enc.

cc: Client

DUVAL SURVEY, INC.
LAND SURVEYOR

14 BARTMOUTH STREET
 HOOKSETT, N.H. 03106
 (603) 668-2125

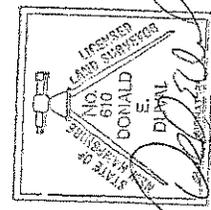
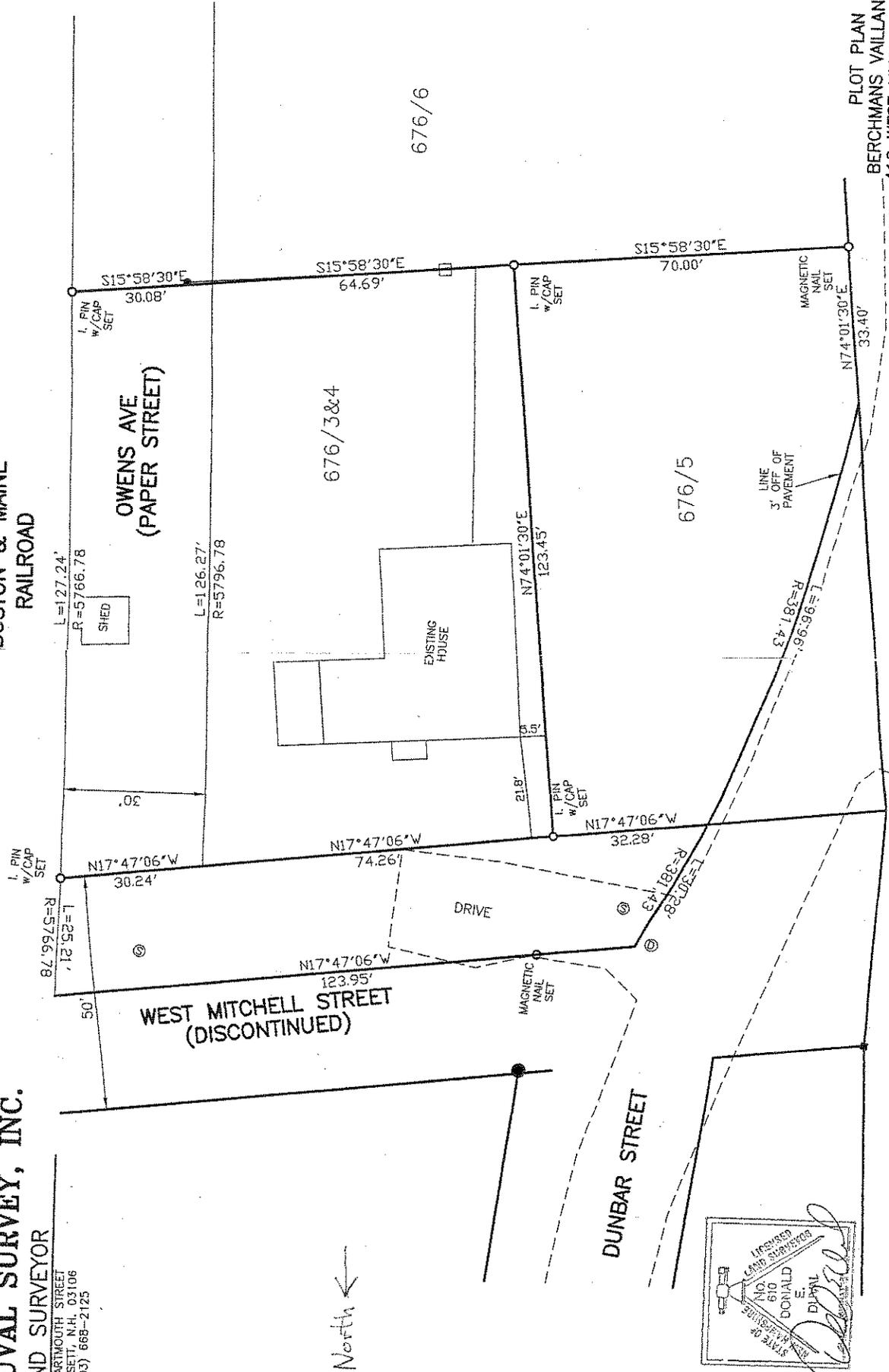
**BOSTON & MAINE
 RAILROAD**

**OWENS AVE
 (PAPER STREET)**

PLOT PLAN
BERCHMANS VAILLANCOURT
412 WEST MITCHELL STREET
MANCHESTER, NH
 1"=20' 9/11/2009
 JN 4724

North

4-2



Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Leon LaFreniere
Director of Planning & Community Development

From: Heather Freeman *HF*
Vital & Legislative Records Supervisor

Date: November 3, 2009

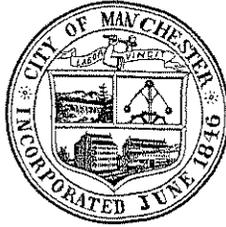
Re: Map 676 Lot 5 Riverdale Ave., W. Mitchell & Dunbar Streets

The letter attached was received by the City Clerk's Office and is being forwarded on behalf of the Committee on Lands and Buildings for study and recommendation.

Enclosure

pc: Joan Porter, Tax Collector

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Board of Assessors

From: Heather Freeman *H.F.*
Vital & Legislative Records Supervisor

Date: November 3, 2009

Re: Map 676 Lot 5 Riverdale Ave., W. Mitchell & Dunbar Streets

The letter attached was received by the City Clerk's Office and is being forwarded on behalf of the Committee on Lands and Buildings for an appraisal.

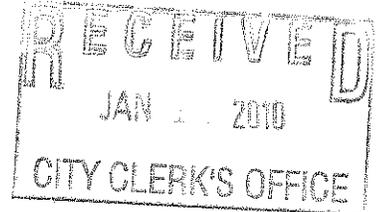
Enclosure

Patricia M. Harte
Deputy Tax Collector



Jacqueline G. Lutkevich
Second Deputy Tax Collector

**CITY OF MANCHESTER
TAX COLLECTOR**



Memorandum

DATE: January 19, 2010
TO: Land & Building Committee
FROM: Pat M. Harte, Deputy Tax Collector *PH*
RE: **Map 0676 Lot 0005**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Riverdale Ave**

Prior Owners: Sarah Boucher
Map/Lot: 0676/0005
Lien Date: 09/09/1940
Deed Date: 09/11/1942
Recorded Date: 09/12/1942
Book/Page: Book 1039 Page 0101
Back Taxes \$18.96 (not including interest and costs)

I do not have any objections to the disposition of this property.

The Notice to Former Owner to Repurchase (RSA 80:89) does not apply in this case as it was tax deeded prior to the effective date of the Statute.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

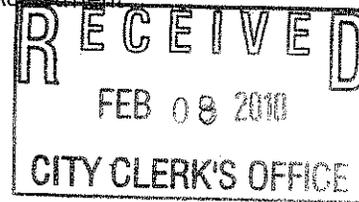
Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

February 8, 2010

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101



re: *Sale of City-owned ROW property located on Riverdale Avenue at TM 676, Lot 5*

Honorable Committee Members:

This is to provide a report pursuant to Section 34.20 pertaining to the above-referenced matters.

Background: This involves a petition to acquire a city-owned tax deeded parcel (TM 676, Lot 5) submitted by Berchmans and Lucille Vaillancourt, the owners of a residential property at 412 West Mitchell Street (TM 676, Lots 3 & 4) situated near the intersection of Riverdale Avenue and Dunbar Street in south Manchester.

In 1942, the City acquired, and still owns, 0.2 acres of tax deeded land which is today known as TM 676, Lot 5, located at the intersection of Riverdale Avenue, Dunbar Street, and a "paper street" portion of West Mitchell Street. This parcel directly abuts the west side of the above referenced 0.28 acre Vaillancourt residential property, which has no frontage on a Class V or better road, as well as the north side of a 0.2 acre residential lot owned by Guy Pelletier. For many years, Dunbar Street, a paved, and actively used, town-maintained local road, has crossed the NW portion of Lot 5 at its connection with Riverdale Avenue (see attached map).

Through their petition, the Vaillancourt's have requested the opportunity to acquire city-owned Lot 5 citing their improvements to, and their ongoing active use of, the non-Dunbar Street portion of Lot 5 as their "front yard" for the last 43 years.

Surplus Determination and Disposition: After discussion this request with appropriate City agencies, we have determined that there are no known reasons why the City should retain ownership of tax deeded Lot 5 and it is, therefore, the recommendation of the Planning & Community Development Department that the property be deemed surplus to City needs and disposed of through public sale at a price determined by the Assessor's Department. In this regard, the Board may especially wish to consider the petitioned needs of the owners of 412 West Mitchell Street (Vaillancourt) and the fact that they and the owner of 421 Riverdale Avenue (Pelletier) are the only direct abutters to Lot 5.

If sale of Lot 5 to one of the abutters is deemed appropriate, we would recommend that the Board attach conditions to the sale which (a) ensures that an appropriate Dunbar Street road easement satisfactory to the Highway Department and the Solicitors Office be provided to the City, and that (b) Lot 5 and the affected residential lot(s) be merged to form a single parcel.

If you have any questions, our staff will be available at your next meeting.

Sincerely,

Leon LaFreniere, AICP
Director of Planning and Community Development

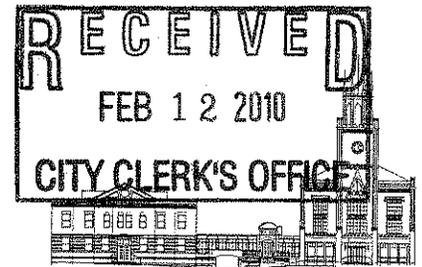
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324

E-Mail: pcd@manchesternh.gov
www.manchesternh.gov 4-6



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Michael W. Hurley

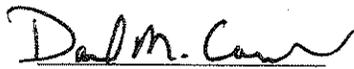
Christine Hanagan
Assistant to Assessors

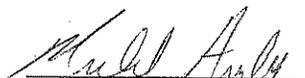
To: Committee on Lands and Buildings
From: Board of Assessors
Date: February 12, 2010
Re: Map 676 Lot 5
Request to Purchase Property

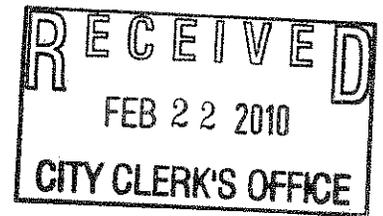
The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Riverdale Avenue
Assessors Map/Lot	Map 676 Lot 5
Property Owner	City of Manchester Tax Collector
Acquire By	Tax deeding
Date Acquired	Acquired in 1942
Improved/Vacant	Vacant- The NW portion of the property is paved and actively used.
Total Land Area	8,563 square feet- 7,093 square feet excluding the paved NW portion of the property.
Current Zoning	R-1B
Overlay District	N/A
Easements/Restrictions	Dunbar Street Road easement (see map provide by the Planning and Community Development Department).
Indicated Range of Value	\$14,000-\$16,000
Comments	The value range includes two conditions: 1.) The Highway Department is given an easement on the NW portion of the property. 2.) The lot will be merged to form a single parcel.

Sincerely,


David M. Cornell


Michael W. Hurley



CITY OF MANCHESTER
Board of Aldermen

MEMORANDUM

TO: Alderman Osborne, Chairman
Committee on Land & Buildings

FROM: Alderman Greazzo
Ward 10

DATE: February 22, 2010

RE: Dog Park

I would like to thank the Chairman of the committee for scheduling our canceled meeting from February 15th (President's day) to a time and day all the members of the committee can be present. I would also like to thank the members of the committee for their understanding.

Having been a dog owner most of my life, I have become very familiar with what a dog park should consist of, the proper size and location such an area should be placed, and the rules typically used to govern dog parks throughout our state. For the better part of two years, I have been working to build a Manchester Dog Park. I am not the first to try this however, as Alderman DeVries had put forth a similar effort prior to my own. It's now up to this Committee to determine the best site selection for the Board of Mayor and Alderman to consider and put forth to the public.

Using a combination of Google maps and the GIS system on the City website, I have gone through the 736 pieces of property owned by the City of Manchester, visited the areas of greatest potential and compiled a short list of the best available sites for a dog park.

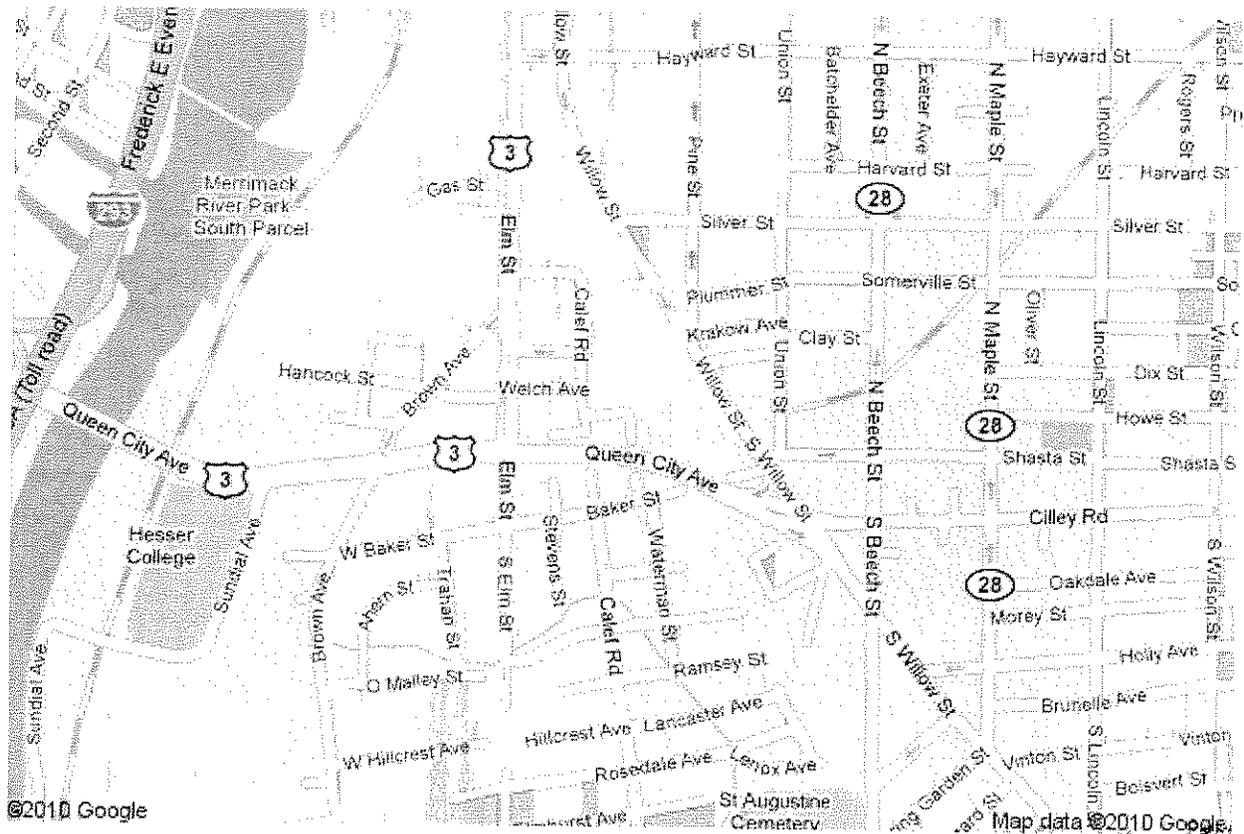
The criteria for selecting the sites are as follows:

1. Distressed areas that would benefit from a continued public use.

2. Separated from residential areas
3. Away from retail settings
4. Accessibility
5. Parking
6. Snow removal
7. Trash removal

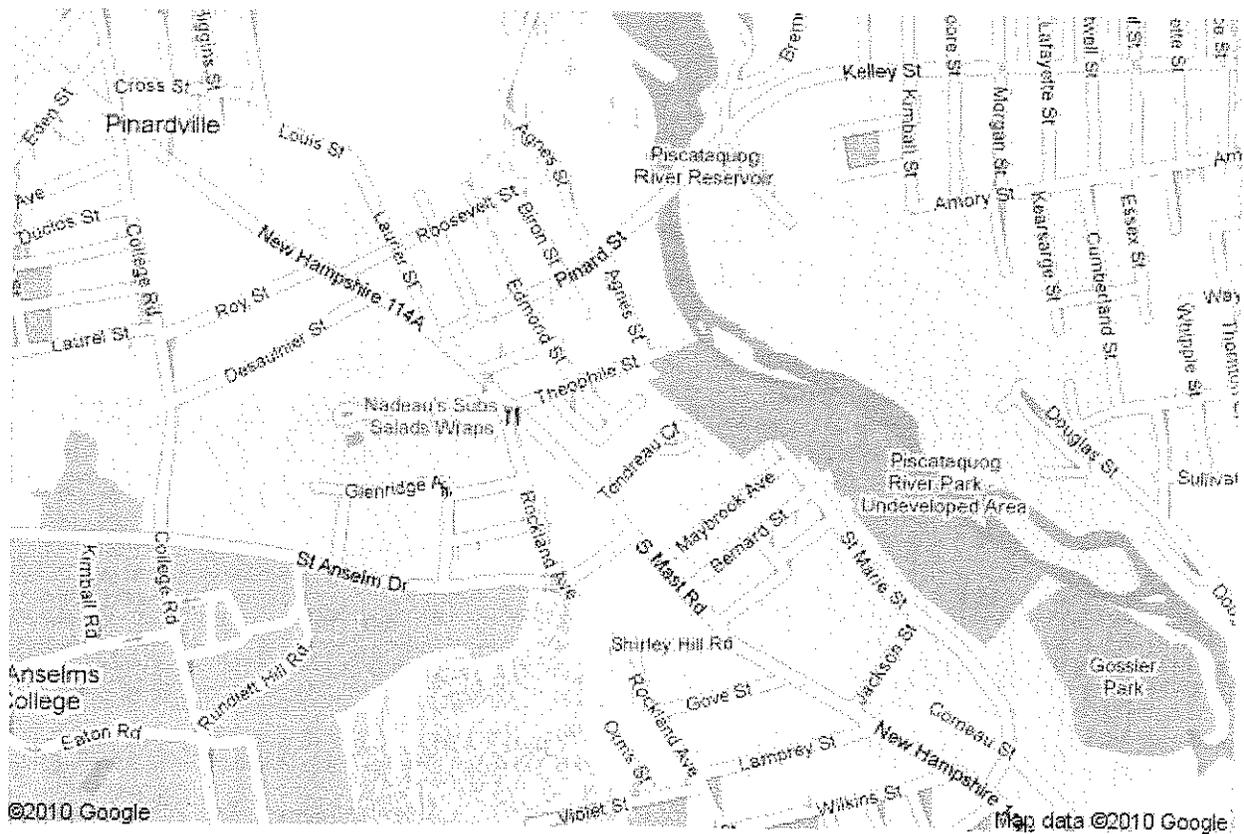
Of the sites I have studied, visited, and discussed with other dog owners, city residents, elected officials and department members, the following areas comprises the best possible locations that could immediately be utilized in opening a dog park. I have listed them in order of greatest potential.

1. The JacPac freezer site:



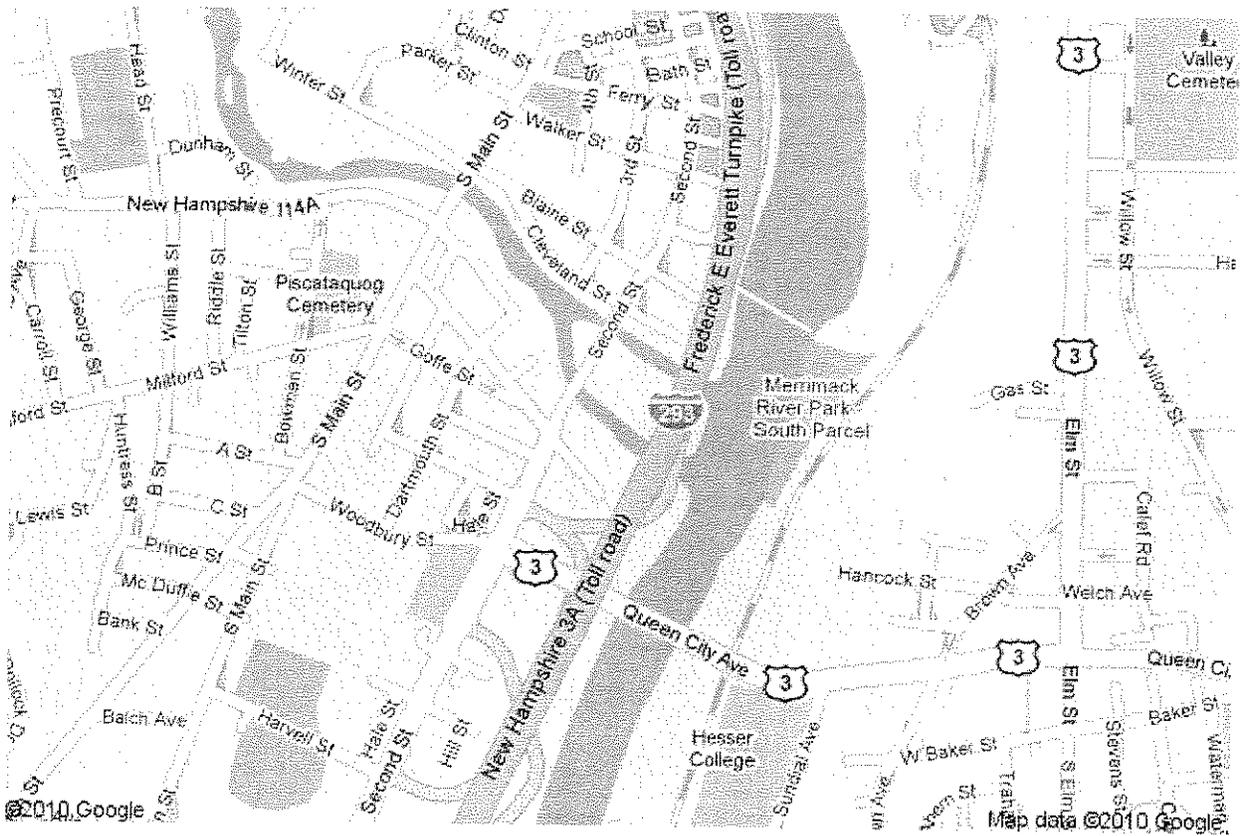
Although this area has only recently been given consideration, it has the greatest potential to create one of the best dog parks in the State of NH. This parcel was recently donated to the City of Manchester and with it came the easements and crossing rights necessary to access the property. This area has very good access to the highway and is connected to the trail system. While it's away from residential and retail areas, it's location provides the opportunity for the largest number of city residents to utilize the park. Parking and fencing already exist at the site and once the demolition of the freezer's foundation is finished, it can be open immediately.

2. Piscataquog River Park.



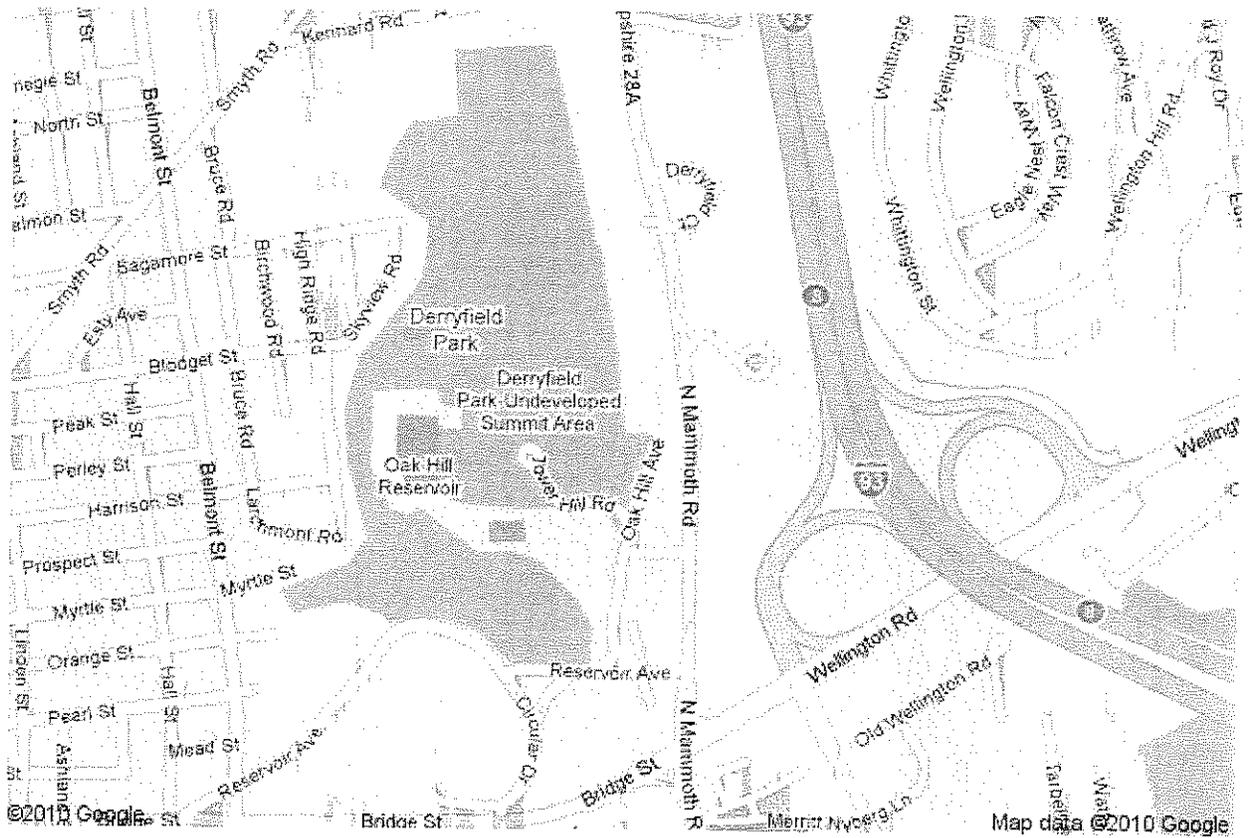
This area is one of the four original site recommendations. It's near the trail head for the Piscataquog River Park and at the south end of Electric Street. Onsite parking already exists separate from the Ice Arena and would not interfere with any future plans for that facility. The area is located at a point where Wards 10, 11, and 12 converge and is also connected to the trail system. It's also separated from residential and retail areas and could be open in fairly quick.

3. Bass Island



This was the first area sought to place the dog park. If the city were building multiple dog parks at once it would still be a good site. The portion of the Island owned by the city would be good for a small dogs, dog park. I am currently negotiating with the majority owner of Bass Island to swap his portion for an unused city owned parcel. If that happens, at some point in the future this area would be ideal. It has great highway access, trail access, existing parking and would clean up a long time eyesore for Ward 10

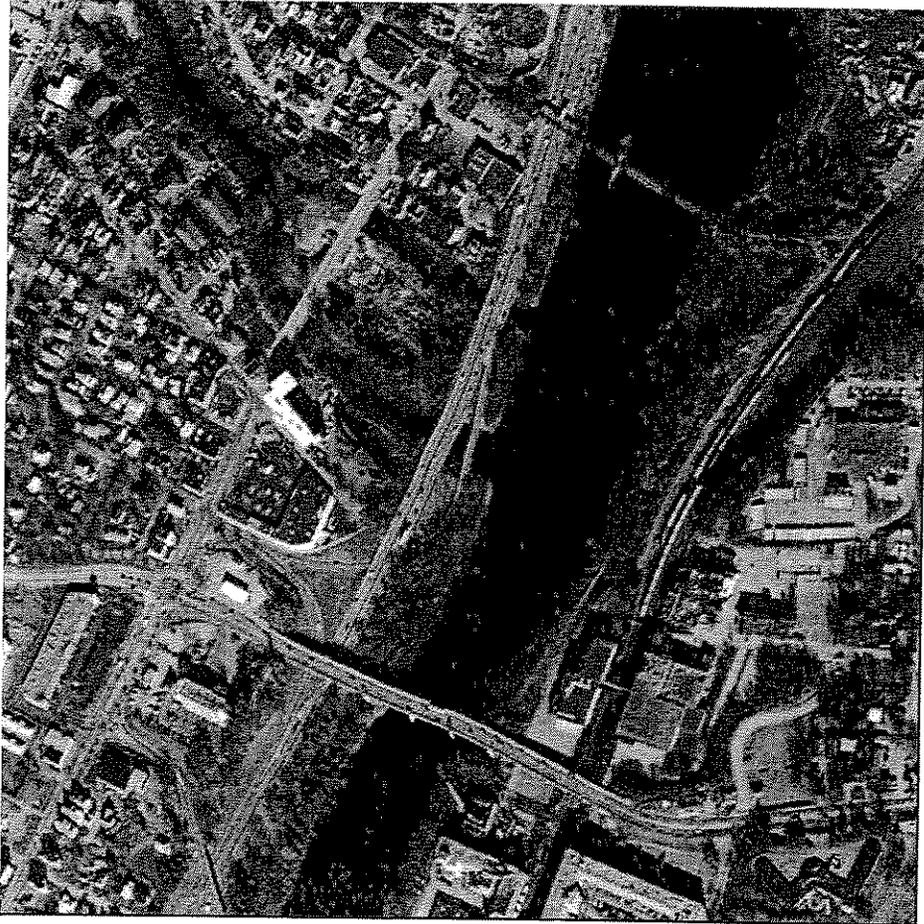
4. Derryfield Park



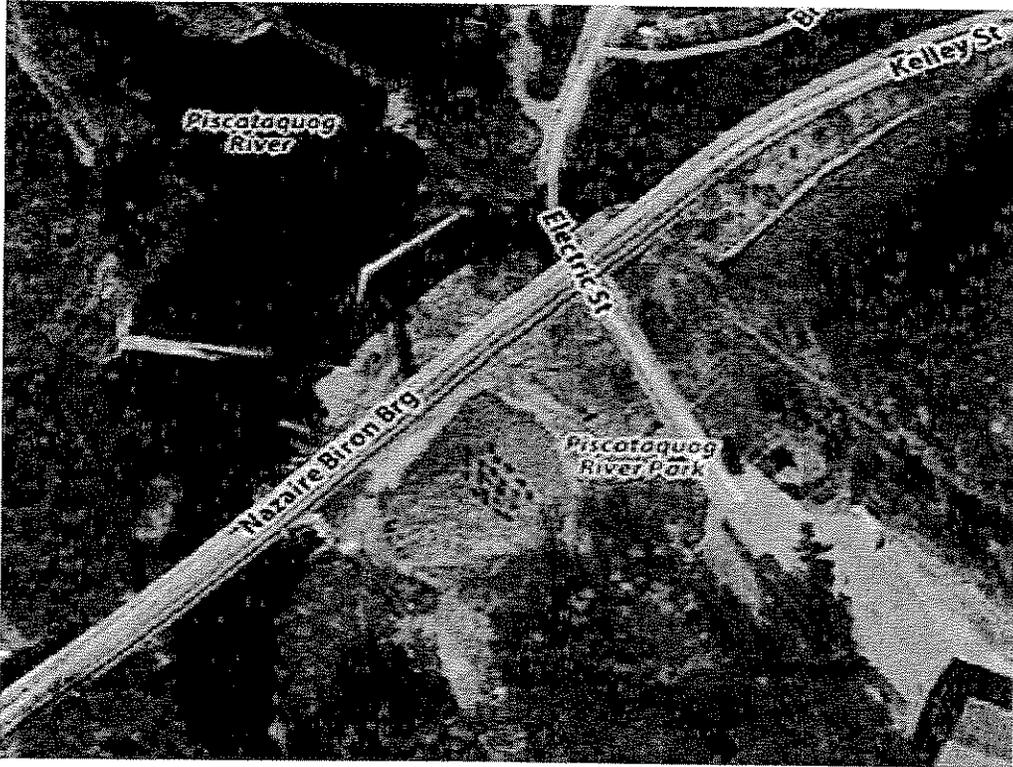
This area was also one of the four original site recommendations. It was not given serious consideration due to the extensive site work needed in order for the area to be used. However, AT&T has offered to clear the area as part of their proposal to replace one of their cell towers located nearby. This makes a dog park there possible which would in turn ensure the Weston Tower will once again have a view and would be open on a regular basis. Locating a dog park here would also make the area less desirable for the men going there to engage in lurid sexual activities.

Suggested Rules and Regulation

1. *Enter At Your Own Risk.* The City of Manchester and the Manchester Dog Park Assoc. will not be held liable for any injury or damage one may incur by visiting this facility.
2. You are legally responsible for any and all injuries your dog may cause.
3. If your dog bites a human it is automatically and permanently banned from ever using the park
4. Any dog bites to humans must be reported to the Manchester Health Department
5. All dogs must wear a proper fitting collar or harness.
6. All dogs must have and wear, current registration and vaccination tags at all times.
7. All dogs must be on leash prior to entering, and whenever leaving, the fenced area.
8. Children under 8 are not permitted and those age 9 to 15 must be accompanied by an adult.
9. Each person handling a dog(s) must be 16 years or older.
10. No more than 2 dogs per handler.
11. Handlers must watch their dogs and have them under control at all times.
12. Handlers must leash and remove their dog immediately, if it displays any aggressive behavior.
13. Handlers must pick up and dispose of any fecal matter (poop) produced by their dog(s).
14. Handlers are responsible for filling any holes their dog(s) may dig.
15. Dogs under the age of four (4) months and female dogs in season (heat) are not allowed.
16. No animals other than dogs are allowed in this area.
17. No glass containers are permitted inside this area.
18. No food is allowed in the off leash area.
19. Apparatus in the Park are for dogs only - patrons are not to climb or play on them.
20. Professional dog walkers, trainers, and groomers shall not use this area to conduct business.









8/27/09

Mr. Phil Greazzo
139 Parker Street
Manchester, NH 03103

RE: Insurance for the Manchester Dog Park

Dear Mr. Greazzo,

I have investigated the ability to obtain liability insurance for the proposed dog park and have received a quote from a national insurance carrier that has an "A" rating.

If I can provide any additional information please feel free to call.

Regards,


Will Infantine
President

40 Stark Street, P.O. Box 510, Manchester, NH 03105
Phone: 603-647-0800 • Fax: 603-647-0330 • website: www.aspen-ins.com

5-11

State of New Hampshire Department of State

CERTIFICATE

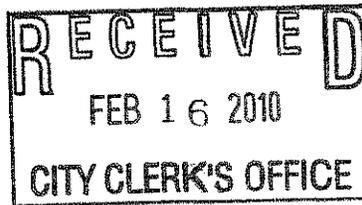
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Dog Park Association is a New Hampshire nonprofit corporation formed December 29, 2008. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of December, A.D. 2008

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



**Edward Osborn
Chairman
Lands & Building Committee
Board of Mayor and Alderman**

Feb. 10, 2010

Ref: Proposed Dog Park

Dear Chairman Osborn:

As you know, the proposal of a dog park in the City has been ongoing for several years with numerous locations and objections being tossed about as a political football. The proponents of the dog park have cited at many public hearings the benefit to both the owners and animals of the socialization between the parties. All costs would be borne by the Dog Association and not the City. Every location proposed has been unacceptable by either the Ward Alderman or the Association in the case of the Land Fill. I am including pertinent information which you may not have, that might be beneficial in helping the Committee and Board in making a final decision. I have broken down concerns into major categories of Administration, Enforcement, Legal, Liability, Insurance and Location. My own personal recommendation is included. Thank you for your consideration I hope this information will be of some help in your discussions and deliberations.

Very truly yours,

A handwritten signature in black ink that reads "Dennis J. Smith". The signature is written in a cursive style with a large, sweeping "D" and "S".

**Dennis J. Smith
50 Comeau St.
Manchester, N.H. 03102**

1.

ADMINISTRATION

Any Dog Park should be built to certain specifications. According to the City Clerks Office we have approximately 9,000 dogs licensed and an estimated 650 dogs unlicensed. In order to obtain a tag, a fee and evidence of a rabies shot must be presented. The unlicensed dog estimate is vastly underestimated according to one of Manchester's animal control officer. There are several cities and towns that currently have dog parks, Concord, Portsmouth, and Derry. All were built with some local government startup money and maintained in most cases by the local dog associations. Concord does maintenance such as cutting grass, repairs and trash pickup. All three do not have any kind of an attendant either paid city employee or volunteer. Rules of the Park are posted and an enclosed copy of Derry's Dog Park Rules is enclosed. Dogs must be on leashes until entering the fenced in area and the owners supply water. Because of the size of the different breeds, the dogs are relegated to specific fenced in areas. No one would be foolish enough to integrate a toy dog with much larger breeds. Derry segregates by weight. Over 20 lbs. in one fenced in area, and the larger dogs on the other side. The Dog Associations are responsible for providing dog bags, pooper-scoopers, pickup and maintenance.

All three sources that were contacted personally did not cite any major problems or disputes between either dog owners or dog bites. The response from the various recreation directors or public works supervisors was generally that any dog park is only going to be as good as the dog association overseeing the park in a zealous manner.

ENFORCEMENT

It is a fact that some dogs do bite. Some breeds such as Pit Bulls have received a bad rap whenever an incident occurs because of the media. That doesn't mean that there is no cause for concern. An English mastiff in an art gallery bit Boston Red Sox Pitcher Tim Wakefield's wife. These are the types of cases, which receive the publicity.

2.

The number one claim nationwide by State Farm Insurance is dog bites. The Manchester Police Department records of dog bite complaints reveals in 2008 130 total calls resulting in 25 individuals being treated at CMC, 36 at the Elliot, and one at Dartmouth-Hitchcock. In 2009 through December 15th, the Police responded to 143 total calls, which resulted in 143 total calls, with 28 treated at CMC, 34 at the Elliot, and 1 at Dartmouth-Hitchcock. The Manchester Health Department had no incidents of dog bites leading to rabies. That doesn't mean that it could not happen. Rabies treatment is both expensive and worrisome. Five treatments over a period of time and difficulty in receiving the vaccine due to the fact that many hospitals no longer carry the vaccine. Whenever a dog bite occurs, the Police Department conducts an investigation to insure through documentation that the dog has been properly vaccinated. The Police Department does an excellent job in this respect with an average response time of 8-10 minutes and spending approximately 1 hour per call in reconciling the issue.

At the Westminster Dog Show in New York being aired this week, over 400 breeds of show dogs will strut their stuff. These are the best of their breeds, trained, obedient and extremely well groomed. A dog park is an entirely different story. The Parks are self-regulated and although rules are posted, there is no enforcement and any regulation is left to an honor system. Bear in mind that most dog owners are responsible, conscientious and consider their dogs as part of their family. The owners have attended dog obedience schools; these are the owners you see with their pooper-scoopers and doggie bags, with their dogs on a leach. On the other hand we have people who simply don't care. As a result we have over a hundred "No Dog Fouling" signs posted on our trails and in our parks. Gail Fisher, weekly columnist of "dog Tracks" in one of her articles mentioned that the first ten or 15 minutes of dogs meeting at a dog park will determine if they will get along. You will see dogs that are skittish, hyper barkers, leash-pullers, crotch sniffers, etc. According to Cesar Millan, noted trainer and known nationally as the "Dog Whisperer", in his seminars makes the point that it is the owner, not the dog that is the problem.

LEGAL- LIABILITY - INSURANCE

The basic foundation of dog bite Law is that the owner is liable. Just opening the phone book to the yellow pages reveals the following Attorneys or Law firms who will litigate dog bite cases.

Zumbado & Associates
 Mark Rufo
 Walker & Buchholz
 McKimble Law Office
 Feniger & Uliasz
 Moquin & Daley
 St. George & Associates

It's reasonably safe to say, while the above mention in their ads, most attorneys who take personal injury cases include dog bite incidents. While the majority of cases are relatively simple, a \$ 50,000 settlement is not unusual according to one prominent Manchester Attorney. The standard City & Town insurance policy and carrier called Primax cover Derry, Concord and Portsmouth. Manchester is self-insured which opens the City to liability because the land on which the dog park is situated is city property. There are no guarantees that a dog owner is insured. The owner may be a renter for example, and carries no homeowner's policy.

The City Solicitor's Office hopefully has been working on the million-dollar policy to be posted by the Association along with other stipulations to protect the City's interest and its citizens.

Location

Many locations have been the subject of discussions without agreement. The latest being bandied about is a Ward 10 Location off of Varney St. Any location should take into consideration parking, easy access, and isolation. The Derry Dog Park is built on the outskirts on abandoned property, which already had a 6 ft. fence enclosing the area. Concord's Dog Park is a short distance from their landfill across from Carlson's

4.

Motors in a non-residential area. Portsmouth has two Dog Parks, one on Pierce Island and the other by South Pond, which is next to a little league Park and High School Ball field. Pierce Island is a 50-acre site, isolated and requires no fencing. The South Pond Area is fenced. The only negative report I received from a reputable source about South Pond was the smell. The comment was that you could smell the dog park from a football field away.

Recommendation

In light of all the opposition and lack of a consensus on a location, I believe that Lands and Buildings should revisit the Bass Island location. The land is somewhat isolated, there is ample parking, and there are no close residents who might be affected. Several years ago when this location was brought up, the opposition was based on a historical site and the fund raising by conservationist groups supposing in progress. To my knowledge, this appears to be a dead issue so the argument is no longer valid.

The location off of Varney St. raises several issues. Placing a dog park in the middle of a residential section adjacent to the Raco Theodore Swimming Pool and ball fields makes no sense to me. Parking is already outrageous during swim meets. And why should we be subjecting the neighborhood to the noise and potential smell of a dog park. Houses in the area could be devalued because of the proximity of the dog park.

Therefore I recommend to the Committee the following:

- 1. Locate the Dog Park at the Bass Island site.**
- 2. Insure that the Park is cleaned and maintained as promised by the Dog Association. Rules should be drawn up stipulating under what conditions the Park would be closed by the City.**
- 3. The Dog Park will be built and maintained at no cost to the city.**
- 4. The Insurance Policy should be administered and held by the city Solicitor's Office in case of claims, cancellation, etc.**

In closing, I see no problem with a dog park as long as the Manchester Dog Association makes good on all of their promises, we have Responsible owners utilizing the park, and the City has rules and Regulations overseeing the Park. We certainly don't want this proposal to turn into another skateboard park fiasco. I would also include in the regulations that the park is on a trial basis.

Thank you for your time.

Very truly yours,



**Dennis Smith
50 Comeau St.
Manchester, N.H. 03102**

Special thanks to the following sources:

**Manchester Police Dept. Record Section
Officer Neil Vogel-Animal Control Officer
Manchester City Clerk's Office
Phil Alexico, Manchester Health Dept.
State Health Dept.
State Farm Insurance
Attorney P.H.
Gail Fisher Article – N.H. Sunday News
Cesan Milan Article – “The Dog Whisperer” Boston Herald
Eric Bodenrader-Derry Rec. Director
Concord Public Works Dept.
Portsmouth Animal Control Officer
Portsmouth City Clerk's Office**



Manchester Police Department

CALL REPORT

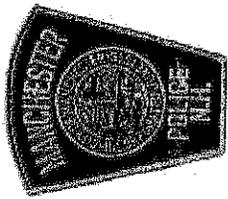
2008 Animal Bite Complaints



CAD # Case # Agency	Call Date Call Time Call Day	Source Response Duration	Nature	Disposition	District Beat Officer	Address
08002304 - 1 Calls						
4.00 Min. Avg. Response Time						
111.00 Min. Avg. Duration						
08002304	2008/01/08	PHONE	BITES - ANIMAL BITES	UCR 101 TO BE	DISTRICT 1	379 S MAIN ST, MANCHESTER, NH
08000763	20:45	4 MIN.		TURNED IN	BEAT 1-1	
MPD	3 - TUE.	111 MIN.			M. CARON	
08006091 - 1 Calls						
0.00 Min. Avg. Response Time						
0.00 Min. Avg. Duration						
08006091	2008/01/20	PHONE	BITES - ANIMAL BITES	GONE ON ARRIVAL	DISTRICT 3	1 ELLIOT WAY, MANCHESTER, NH
08001476	20:13	0 MIN.			BEAT 3-1	(ELLIOT HOSPITAL)
MPD	1 - SUN.	0 MIN.			N.A.	
08008567 - 1 Calls						
7.00 Min. Avg. Response Time						
10.00 Min. Avg. Duration						
08008567	2008/01/29	PHONE	BITES - ANIMAL BITES	NO SERVICE/REFUSED	DISTRICT 3	51 WOODCREST CT, MANCHESTER, NH
N.A.	20:11	7 MIN.			BEAT 3-1	
MPD	3 - TUE.	10 MIN.			E. DEVEREAUX	
08009420 - 1 Calls						
5.00 Min. Avg. Response Time						
43.00 Min. Avg. Duration						
08009420	2008/02/01	PHONE	BITES - ANIMAL BITES	UCR 101 TO BE	DISTRICT 3	1 ELLIOT WAY, MANCHESTER, NH
08002198	19:09	5 MIN.		TURNED IN	BEAT 3-1	(ELLIOT HOSPITAL)
MPD	6 - FRI.	43 MIN.			G. MALLIOS	
08009444 - 1 Calls						
3.00 Min. Avg. Response Time						
105.00 Min. Avg. Duration						

6.7

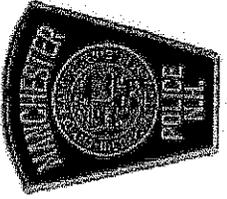
ALL DOWNS?



Manchester Police Department

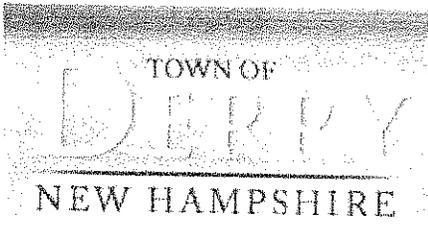
CALL REPORT

2009 YTD Animal Bite Complaints



CAD # Case # Agency	Call Date Call Time Call Day	Source Response Duration	Nature	Disposition	District Beat Officer	Address
09000999 N.A. MPD	2009/01/06 04:33 3 - TUE.	PHONE 25 MIN. 25 MIN.	BITES - ANIMAL BITES	SOLVED AT SCENE	DISTRICT 2 BEAT 2-5 I. FLEMING	429 WILSON ST, MANCHESTER, NH 03103
09007395 N.A. MPD	2009/01/11 22:47 1 - SUN.	PHONE 18 MIN. 32 MIN.	BITES - ANIMAL BITES	SOLVED AT SCENE	DISTRICT 3 BEAT 3-1 A. DUQUETTE	955 AUBURN ST, MANCHESTER, NH 03103 (ELLIOT HOSPITAL)
09003174 N.A. MPD	2009/01/14 22:26 4 - WED.	PHONE 5 MIN. 65 MIN.	BITES - ANIMAL BITES	UCR 101 TO BE TURNED IN	DISTRICT 1 BEAT 1-2 T. OUELLETTE	100 MCGREGOR ST, MANCHESTER, NH 03102 (CMC)
09004427 N.A. MPD	2009/01/19 23:31 2 - MON.	PHONE 2 MIN. 21 MIN.	BITES - ANIMAL BITES	UCR 101 TO BE TURNED IN	DISTRICT 1 BEAT 1-1 P. SKERRY	42 ALLEN ST, MANCHESTER, NH 03102

6-8



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Dog Rules & Regulations

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When attending the Derry Dog Park, please be sure to abide by the following rules and regulations:

1. Users of this facility do so at their own risk. The Town will not be held liable for any injury or damage caused by any dog on Town property.
2. Handlers must watch their dogs at all times.
3. Handlers are responsible for any injuries caused by their dogs.
4. Children 8 years or under are not allowed in the off-leash area.
5. Children 9 to 16 must be accompanied and supervised by an adult.
6. All handlers must be over 16.
7. All dogs must wear current license and vaccination tags.
8. Dogs must be leashed when exiting or entering the off-leash area.
9. Handlers must "Scoop the Poop" and properly remove and dispose.
10. No female dogs in season (heat).
11. No more than 2 dogs to 1 handler at any time.
12. No glass containers.
13. No food allowed at any time.
14. No animals other than dogs are permitted.
15. Please take turns and be considerate when using the facility.
16. Apparatus in the park are for dogs only - patrons are not to climb or play on them.
17. Handlers are responsible for filling in holes that their dog(s) dig.
18. Please dispose of all litter properly.

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TOWN OF DERRY NEW HAMPSHIRE



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Dog Park

[Printer-Friendly Version](#)

Link	Description
Directions	Find directions to the dog park here!
Special Events	Check out what special events are coming up soon at the park!
Rules & Regulation	Please read these before attending the park area

Location: Fordway, off Rt. 102

Facility Includes: Small Dog area, agility obstacles, and tunnels



The Derry Dog Park is an off leash dog area located on Fordway in Derry, NH. The Dog Park is positioned next to the Animal Control Building and across from the Transfer Station.

The area is completely fenced in, with a double gate to enter, allowing dogs the opportunity to run and play freely in a safe and enclosed environment. Many agility obstacles, tunnels, and toy items are available at the park!

Another recent addition to the park from many generous donations is the Small Dog Park area. This separate off leash area is open to small dogs, 20 pounds and under only.

The Park is open sunrise to sunset. Public input and participation is critical to the ongoing success and improvements made at the park. A donation box is located at the park's main entrance with all proceeds going directly towards ongoing improvements.



Various special events take place at the Dog Park for dogs and their owners. Some of these events have included Splash Down at the Derry Dog Park, a Halloween Parade, a Rabies Clinic, and the very popular Derry Doggie Days!

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Concord Dog Park (at Terrill Park)

Do you have a picture of this dog park?	Post it in the "Pictures of Dogs at this Park"	It could show up here
---	--	-----------------------

Old Turnpike Road and Manchester Street
Concord, NH **Operating Hours:** Sunrise to Sunset

Managed By: City of Concord and Friends of the Days closed:
Concord Community Dog Park

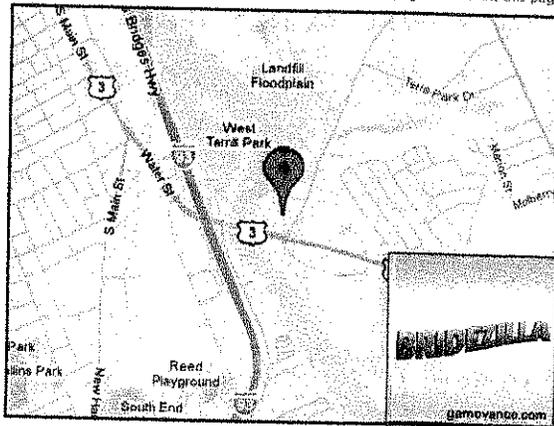
Fees: **Restrooms:**
Park Size: 1 acre **Type of Park:** Fenced

Other Notes:
This dog park has a separate small dog area. Please be sure to bring a bag for your pet. This dog park is supported by Friends of the Concord Community Dog Park.

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Rate this Dog Park:
Average:

Your rating: None Average: 4.7 (15 votes)

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Post new comment

Subject:

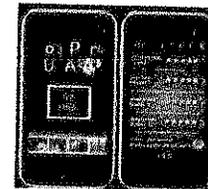
Rating:

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Announcing an iPhone App

Find the best dog parks in any area you live in with the Dog Park USA.com sponsored iPhone app. We are creating an app to help you locate a dog park in your area, complete with our reviews and ratings. If you want to receive updates about this iPhone app, please join our mailing list.



Give us your thoughts on our Dog Park Finder iPhone App page

Groups of this Park

A PLUS for Pets

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[Riverside Bark Dog Park](#)

[American K9 Country's Dog Park](#)

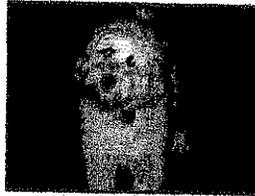
6-11

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Portsmouth Dog Park (at South Mill Pond)



Junkins Ave
Portsmouth, NH 03802

Operating Hours: Dawn to Dusk

Managed By: City of Portsmouth

Days closed:

Fees: Free - dogs must be licensed, vaccinated, and altered

Restrooms:

Park Size:

Type of Park: Fenced

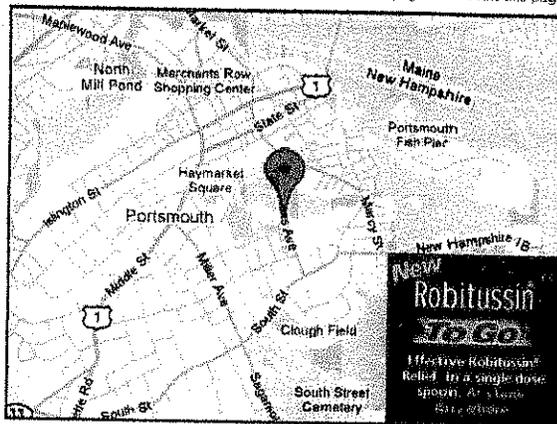
Other Notes:

Special rule at this park - "dog with bite history must be muzzled"

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Rate this Dog Park:

Average:

Your rating: None Average: 5 (1 vote)

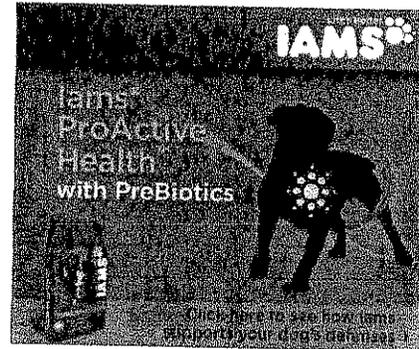
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Love this place!!

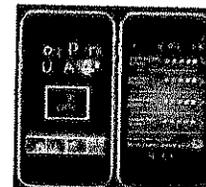
By on 01/18/2010

Great, friendly dogs and facilities are good. My dog and I love it!



Announcing an iPhone App

Find the best dog parks in any area you live in with the Dog Park USA.com sponsored iPhone app. We are creating an app to help you locate a dog park in your area, complete with our reviews and ratings. If you want to receive updates about this iPhone app, please join our mailing list.



Give us your thoughts on our Dog Park Finder iPhone App page

Groups of this Park

No groups have visited this park yet. [Login](#) or [Register](#) to start a group.

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U-12

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If You're Hurt by a Dog

Dog Owner Liability

A Dog Owner's Legal Defenses

Who Is Liable: Owners and Keepers

What the Dog Owner Must Pay For

Negotiating With the Owner or Insurance Company

Bringing a Lawsuit

A Small Claims Court Case

Injury to Livestock

State Dog Bite Statutes

Dangerous Dogs

Dog Laws - City, State & Federal

The Dog Bites section includes

For Dog Owners: How to Prevent Injuries

If You're Hurt by a Dog

Dog Owner Liability

A Dog Owner's Legal Defenses

Who Is Liable: Owners and Keepers

What the Dog Owner Must Pay For

Negotiating With the Owner or Insurance Company

Bringing a Lawsuit

A Small Claims Court Case

Injury to Livestock

State Dog Bite Statutes

If you go to a hospital emergency room to observe, it probably won't be long before you see someone come in with a dog bite injury. Every year, more than 4.7 million people are bitten by dogs in this country. Almost 800,000 bites a year require some kind of medical attention.¹

The dogs' owners are in most cases responsible for footing the bill, because they have a legal responsibility to prevent their pets from injuring people or damaging property. If a dog hurts someone, the owner will probably have to reimburse the victim for medical expenses, time lost from work, and pain and suffering. The owner's homeowner's or renter's insurance policy, however, may cover the cost, even if the injury happens off the owner's property.

The owner may also be required to take measures to prevent another incident - in the most serious cases, by destroying the dog. An owner who acts recklessly or deliberately - by letting an aggressive dog run loose around children, for example - may face a fine or even a jail sentence. (Criminal penalties are discussed in Dangerous Dogs.)

LIABILITY IN A NUTSHELL

A dog owner is liable for injury the dog causes if:

- the owner knew the dog had a tendency to cause that kind of injury, OR
- a state statute makes the owner liable, whether or not the owner knew the dog had a tendency to cause that kind of injury, OR
- the dog owner was unreasonably careless, and that's what caused the

1/19/10 Tabled

RECEIVED
DEC 02 2009
CLERK'S OFFICE



Goodman Networks

Network Knowledge... Delivered.

December 1, 2009

The Honorable Mayor Frank C. Guinta
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Thomas Donnelly Field
Clearwire NH-MAN 5127 B
975 Beech Street
Manchester, NH 03103

Dear Mayor Guinta:

Goodman Networks, Inc., has been retained to perform site acquisition, planning and permitting functions for the development of Clearwire wireless telecommunications antenna sites in the Manchester, NH, area. Your City's property has been identified as a candidate for a wireless facility.

As a result of the initial inspections and testing by the Clearwire radio-engineering department, it has been determined that your site is feasible for network development. The following are the basic business points of a proposed lease transaction:

Space: A 40' x 40' area located in the area adjacent to the the baseball fields. The antennas will be mounted on a 150' monopole/field light structure approximately as shown on the attached exhibit, together with the associated lines and cables connecting the equipment with the antennae arrays.

Equipment: Clearwire proposed 9 antennas (three per sector). All installations will comply with the design guidelines set forth by the city in which the property is located. Additionally two radio equipment cabinets approximately 3' wide by 3' deep by 5' high will be placed in the equipment leased area. All installations are certified by a structural engineer and an architect. Also, the utilities serving the equipment location shall be separately metered, and the costs (installation and or extension from the street ROW to the leased area and the monthly operation) of said utilities shall be borne solely by

Clearwire.

- Lease Term:** A five (5) year primary term, with four (4) options to extend the lease of five (5) years each.
- Rent:** Clearwire proposes a monthly rental of One Thousand Four Hundred Dollars (\$1,400.00).
- Periodic Rent Escalations:** The rental shall be escalated by Ten percent (10%) each option period
- Maintenance, Taxes & Utilities:** All paid by Clearwire.
- Access:** 7/24/365 access is required by the Clearwire® maintenance department with notice. Clearwire agrees to reimburse your organization for actual security costs incurred in connection with after-hour, emergency maintenance events.
- Insurance:** Clearwire will provide a \$2,000,000 liability policy and will name the landlord as an additional insured party.

All costs of constructing the facility, permitting and applications fees will be processed by Goodman Networks, Inc., and will be paid for by Clearwire As landlord all that is required of you is a signed and notarized letter authorizing Goodman Networks, Inc., to act on your behalf in making the necessary applications. Prior to the processing of any permit the landlord will be presented with a set of plans for approval.

The above is intended only to be a basic overview of the lease terms and process. The engineers at Clearwire have designed numerous installations nationwide and are able to accommodate almost any situation. Please review the attached plans and call me with any questions, comments or requests for additional information.

Thank you for your consideration. Again, should you have any questions or require further information, please don't hesitate to call. Please contact me at your earliest convenience. I can be reached at (310) 259-4285.

Sincerely,

Jack M. Baringer
Site Acquisition Manager

CC: NH-MAN 5127 B file



EXISTING ACCESS DRIVE

PROPOSED 130'± MONOPOLE

PROPOSED CLEARWIRE
50'X50' LEASE AREA

APPROX.
TRUE NORTH



SITE PLAN

SCALE: NTS



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

SHEET 1 OF 3



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@aerialspectrum.com

clearw're®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

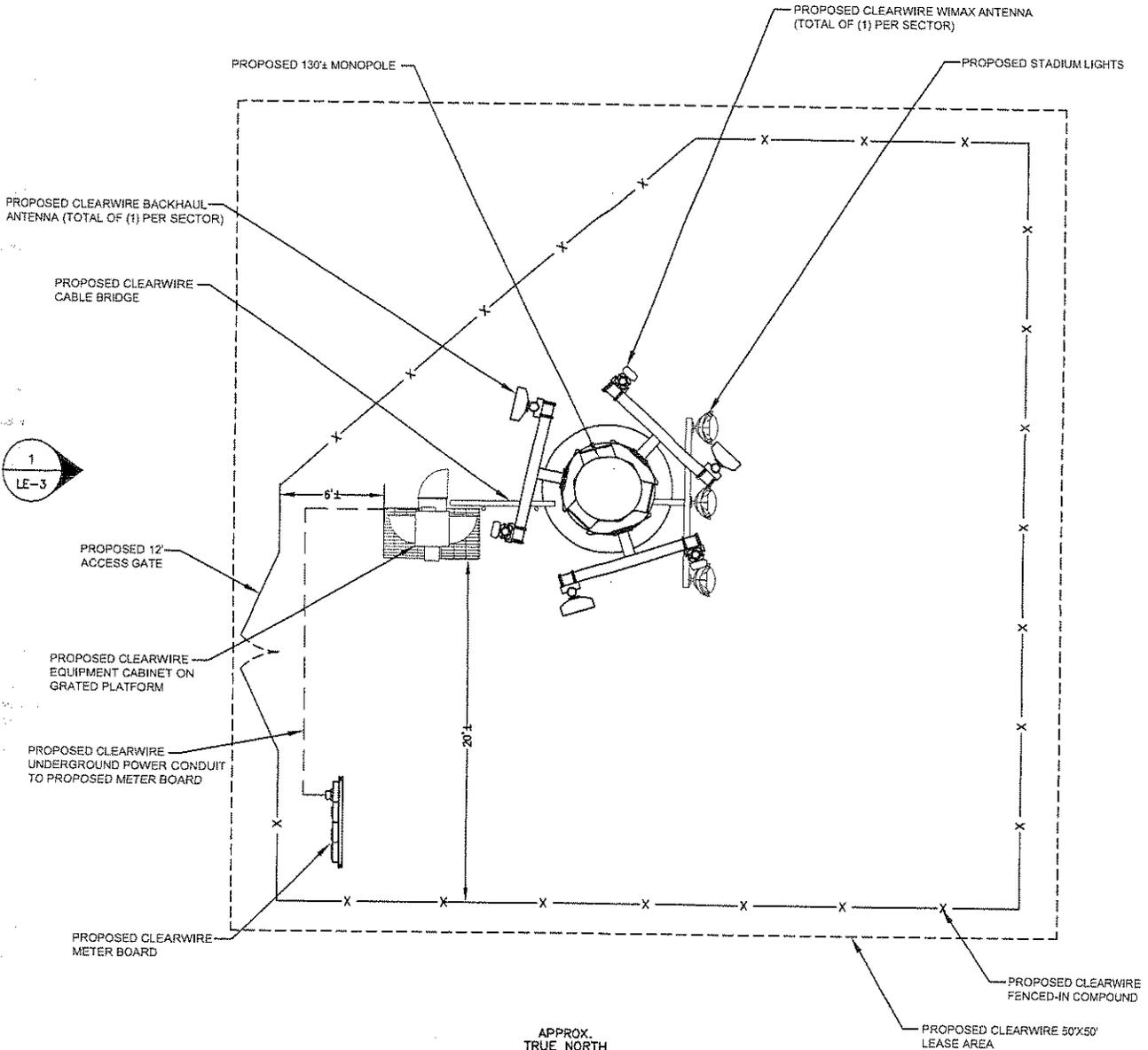
SITE #: NH-MAN5127-B
SITE NAME: THOMAS DONNELLY
FIELD
SITE ADDRESS: 975 BEECH STREET
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

8-3



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

COMPOUND PLAN 1
SCALE: 1"=10'-0" LE-2



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

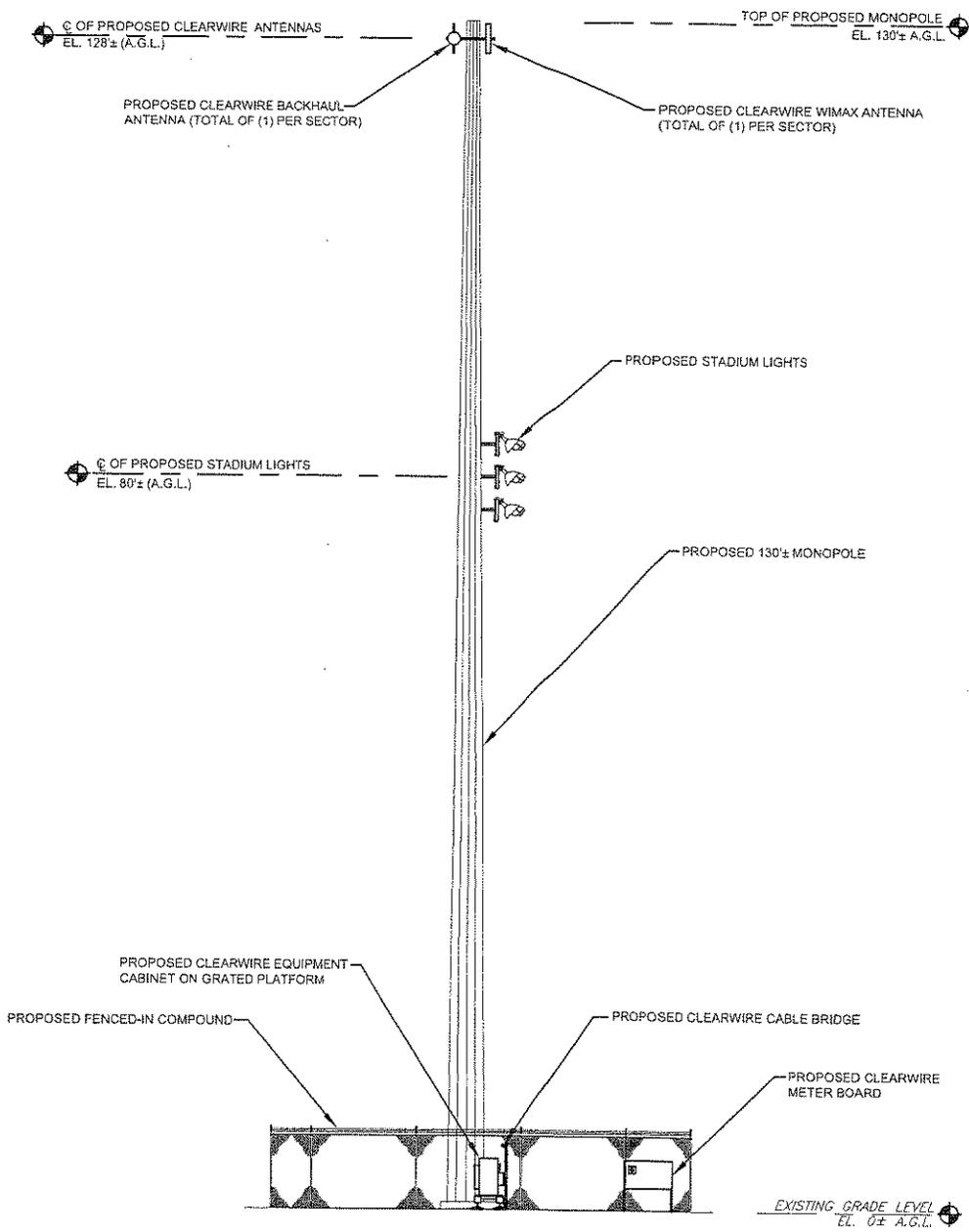
SITE #: NH-MAN5127-B
SITE NAME: THOMAS DONNELLY FIELD
SITE ADDRESS: 975 BEECH STREET
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

8-4



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

ELEVATION
SCALE: 1"=20'-0"



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE B
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

SITE #: NH-MANS127-B
SITE NAME: THOMAS DONNELLY FIELD
SITE ADDRESS: 975 BEECH STREET
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

8-5



Goodman Networks

Network Knowledge... Delivered.

January 17, 2010

The Honorable Mayor Ted Gatsas
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Rock Rimon Park
Clearwire NH-MAN 5143 B
299 Moore Street
Manchester, NH 03103

Dear Mayor Gatsas:

Goodman Networks, Inc., has been retained to perform site acquisition, planning and permitting functions for the development of Clearwire wireless telecommunications antenna sites in the Manchester, NH, area. Your City's property has been identified as a candidate for a wireless facility.

As a result of the initial inspections and testing by the Clearwire radio-engineering department, it has been determined that your site is feasible for network development. The following are the basic business points of a proposed lease transaction:

Space:

A 40' x 40' area located in the area adjacent to the wooded area by the baseball fields. The antennas will be mounted on a 150' monopole structure approximately as shown on the attached exhibit, together with the associated lines and cables connecting the equipment with the antennae arrays.

Equipment:

Clearwire proposed 9 antennas (three per sector). All installations will comply with the design guidelines set forth by the city in which the property is located. Additionally two radio equipment cabinets approximately 3' wide by 3' deep by 5' high will be placed in the equipment leased area. All installations are certified by a structural engineer and an architect. Also, the utilities serving the equipment location shall be separately metered, and the costs (installation and or extension from the street ROW to the leased area and the monthly operation) of said utilities shall be borne solely by Clearwire.

Mayor Ted Gatsas

January 17, 2010

Page 2 of 2

Lease Term: A five (5) year primary term, with four (4) options to extend the lease of five (5) years each.

Rent: Clearwire proposes a monthly rental of One Thousand Four Hundred Dollars (\$1,400.00).

Periodic Rent Escalations: The rental shall be escalated by Ten percent (10%) each option period

Maintenance, Taxes & Utilities: All paid by Clearwire.

Access: 7/24/365 access is required by the Clearwire® maintenance department with notice. Clearwire agrees to reimburse your organization for actual security costs incurred in connection with after-hour, emergency maintenance events.

Insurance: Clearwire will provide a \$2,000,000 liability policy and will name the landlord as an additional insured party.

All costs of constructing the facility, permitting and applications fees will be processed by Goodman Networks, Inc., and will be paid for by Clearwire. As landlord all that is required of you is a signed and notarized letter authorizing Goodman Networks, Inc., to act on your behalf in making the necessary applications. Prior to the processing of any permit the landlord will be presented with a set of plans for approval.

The above is intended only to be a basic overview of the lease terms and process. The engineers at Clearwire have designed numerous installations nationwide and are able to accommodate almost any situation. Please review the attached plans and call me with any questions, comments or requests for additional information.

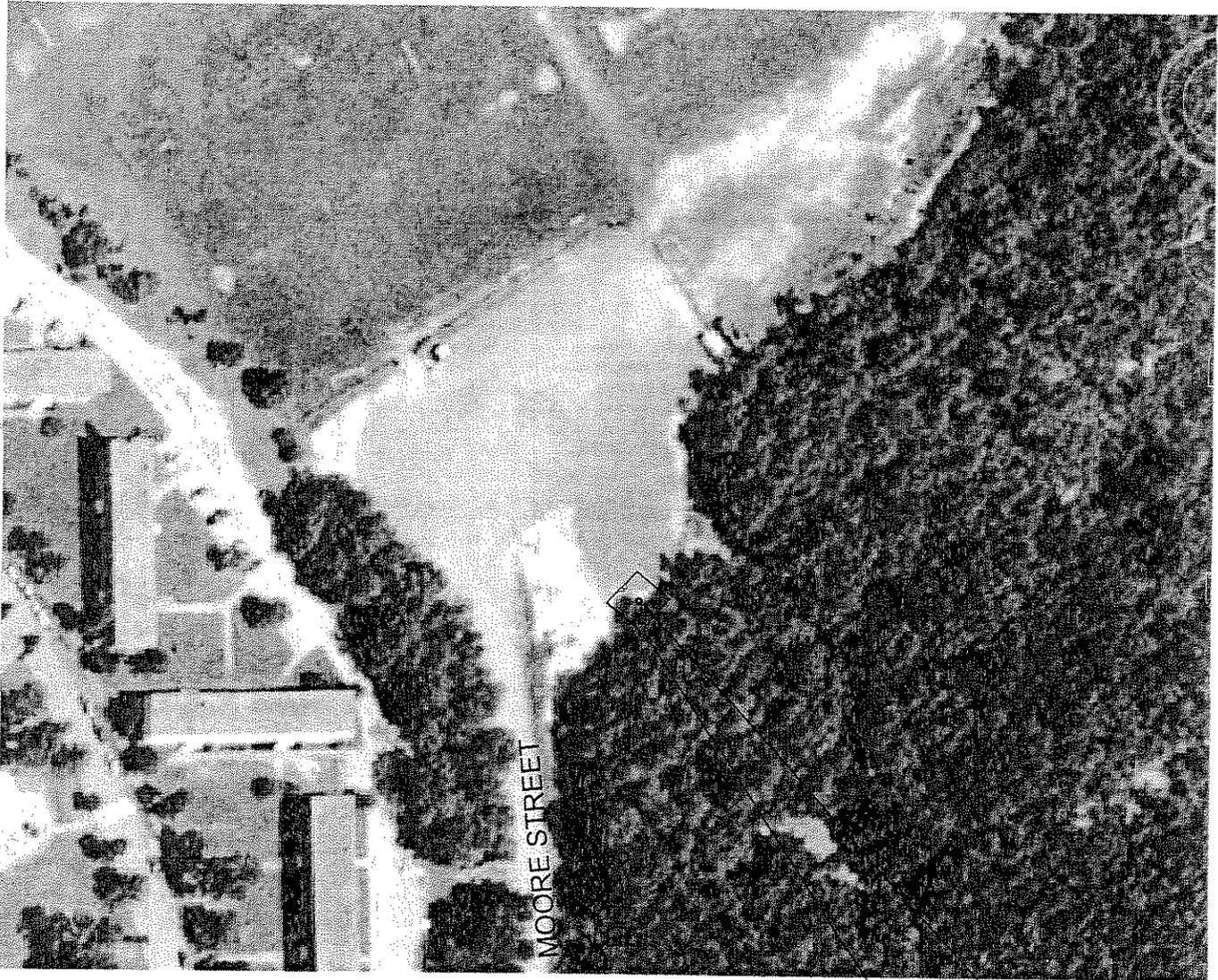
Thank you for your consideration. Again, should you have any questions or require further information, please don't hesitate to call. Please contact me at your earliest convenience. I can be reached at (310) 259-4285.

Sincerely,

Jack M. Baringer
Site Acquisition Manager

CC: NH-MAN 5143 B file

8-7



PROPOSED 150' MONOPOLE

PROPOSED CLEARWIRE
51'X51' LEASE AREA

1
LE-2

APPROVALS:

LANDLORD:

FIELD CONST. MGR:

RF ENGINEER:

SITE ACQUISITION AGENT:

SITE PLAN

SCALE: NTS



APPROX.
TRUE NORTH



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE B
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blockc@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

SITE #: NH-MAN5143A
SITE NAME: ROCK RIMMON PARK
SITE ADDRESS: 299 MOORE STREET
MANCHESTER, NH

REVISIONS:

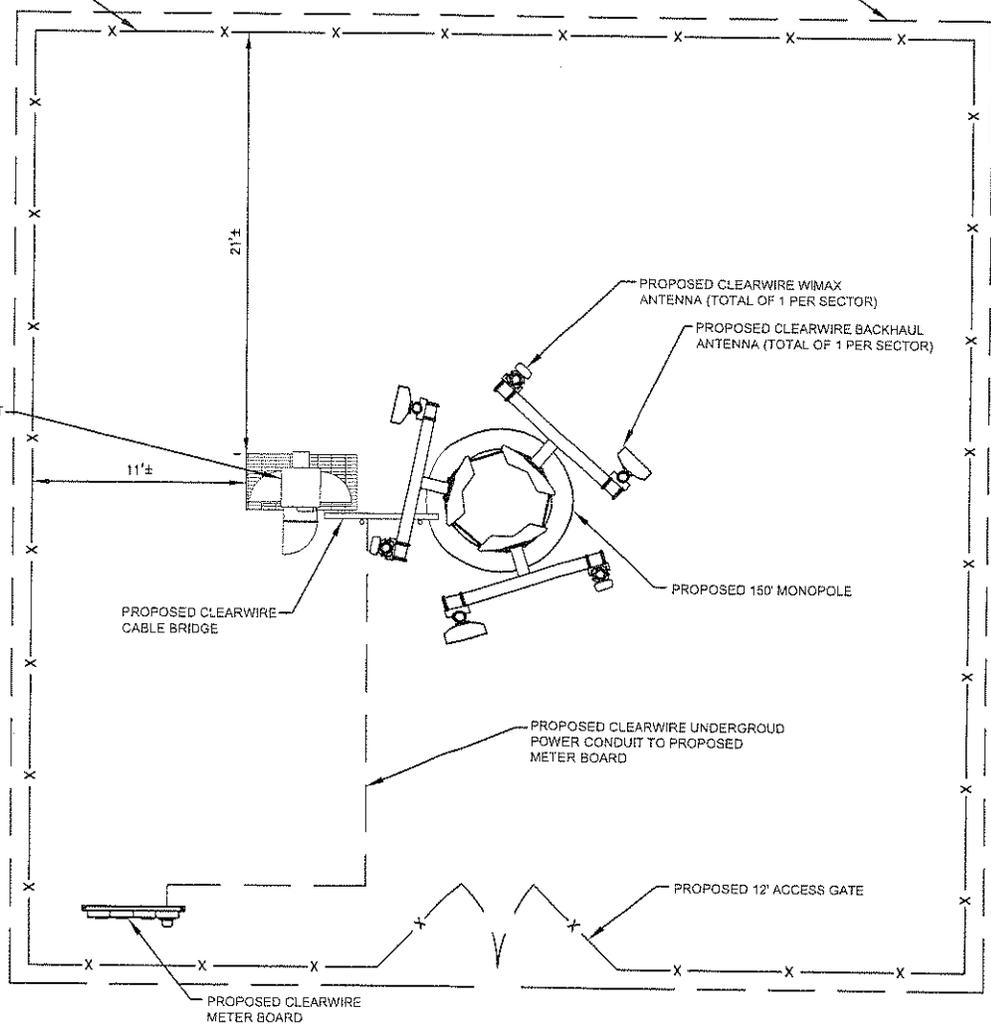
REV.#	DATE	DESCRIPTION
0	8/19/09	FINAL

DRAWN BY: STB

8-8

PROPOSED CLEARWIRE
50'x50' FENCED-IN
COMPOUND

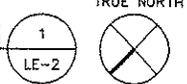
PROPOSED CLEARWIRE
51'x51' LEASE AREA



APPROVALS:

LANDLORD: _____
 FIELD CONST. MGR: _____
 RF ENGINEER: _____
 SITE ACQUISITION AGENT: _____

COMPOUND PLAN 1
 SCALE: 1"=10'-0"



APPROX.
TRUE NORTH



SHEET 2 OF 3



LAKESIDE OFFICE PARK
 599 NORTH AVE., SUITE 8
 WAKEFIELD, MA 01880
 tel. (781) 295 0818
 fax (781) 295 0825
 e-mail: blockc@aerialspectrum.com

clearwire®

4400 CARILLON POINT
 KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

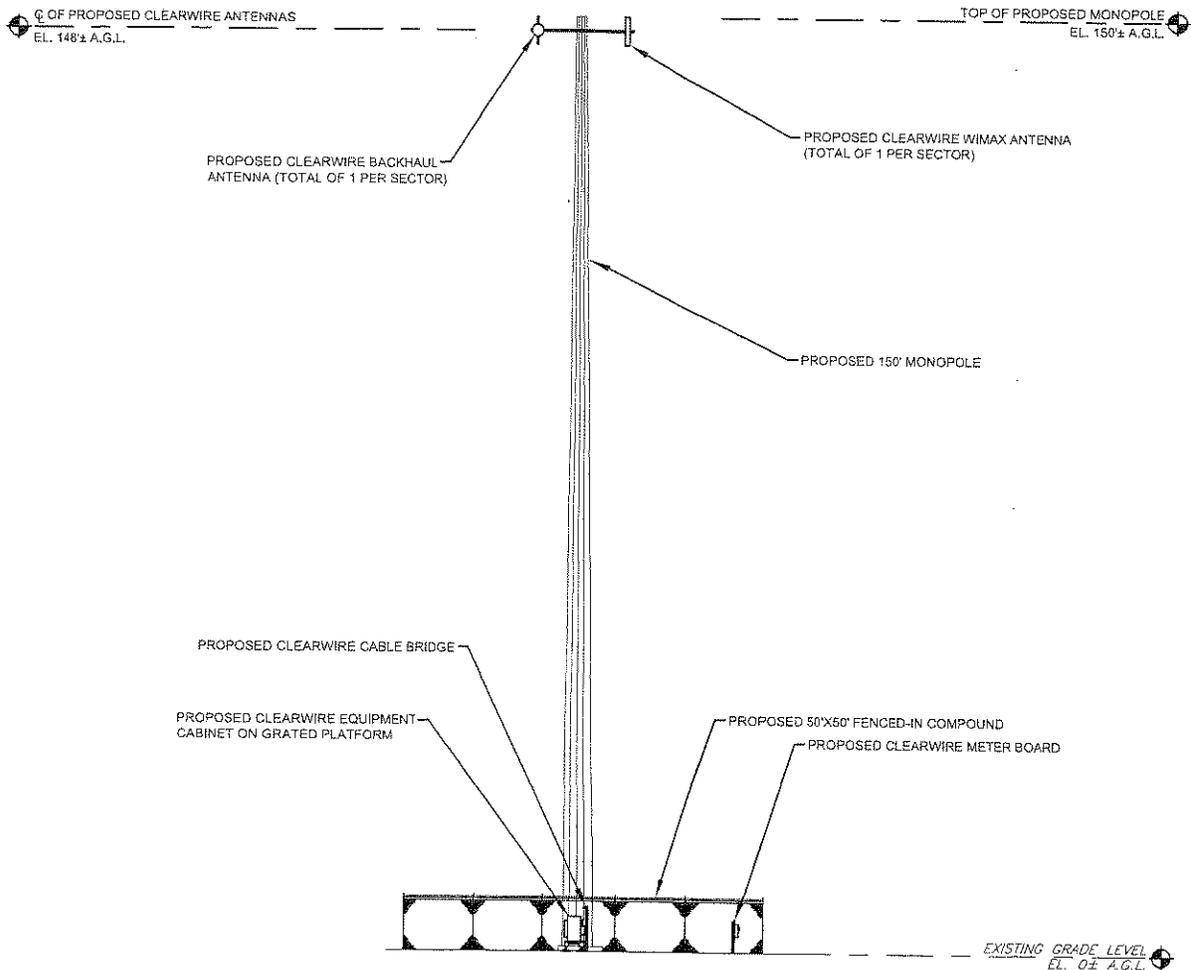
SITE #: NH-MAN5143A
 SITE NAME: ROCK RIMMON PARK
 SITE ADDRESS: 299 MOORE STREET
 MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/19/09	FINAL

DRAWN BY: STB

8-9



ELEVATION
SCALE: 1"=30'-0"



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

SHEET 3 OF 3



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blockc@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

SITE #: NH-MAN5143A
SITE NAME: ROCK RIMMON PARK
SITE ADDRESS: 299 MOORE STREET
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/19/09	FINAL

DRAWN BY: STB

8-10



Goodman Networks

Network Knowledge... Delivered.

January 17, 2010

The Honorable Mayor Ted Gatsas
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Manchester Memorial High School
Clearwire NH-MAN 5126 A
1 Crusader Way
Manchester, NH 03103

Dear Mayor Gatsas:

Goodman Networks, Inc., has been retained to perform site acquisition, planning and permitting functions for the development of Clearwire wireless telecommunications antenna sites in the Manchester, NH, area. Your City's property has been identified as a candidate for a wireless facility.

As a result of the initial inspections and testing by the Clearwire radio-engineering department, it has been determined that your site is feasible for network development. The following are the basic business points of a proposed lease transaction:

Space:

A 20' x 20' area located in an area adjacent to the school parking lot. The antennas will be mounted within a proposed 150' stealth flagpole structure approximately as shown on the attached exhibit, together with the associated lines and cables connecting the equipment with the antennae arrays.

Equipment:

Clearwire proposed 9 antennas (three per sector). All installations will comply with the design guidelines set forth by the city in which the property is located. Additionally two radio equipment cabinets approximately 3' wide by 3' deep by 5' high will be placed in the equipment leased area. All installations are certified by a structural engineer and an architect. Also, the utilities serving the equipment location shall be separately metered, and the costs (installation and or extension from the street ROW to the leased area and the monthly operation) of said utilities shall be borne solely by

Clearwire.

- Lease Term:** A five (5) year primary term, with four (4) options to extend the lease of five (5) years each.
- Rent:** Clearwire proposes a monthly rental of One Thousand Six Hundred Dollars (\$1,600.00).
- Periodic Rent Escalations:** The rental shall be escalated by Ten percent (10%) each option period
- Maintenance, Taxes & Utilities:** All paid by Clearwire.
- Access:** 7/24/365 access is required by the Clearwire® maintenance department with notice. Clearwire agrees to reimburse your organization for actual security costs incurred in connection with after-hour, emergency maintenance events.
- Insurance:** Clearwire will provide a \$2,000,000 liability policy and will name the landlord as an additional insured party.

All costs of constructing the facility, permitting and applications fees will be processed by Goodman Networks, Inc., and will be paid for by Clearwire. As landlord all that is required of you is a signed and notarized letter authorizing Goodman Networks, Inc., to act on your behalf in making the necessary applications. Prior to the processing of any permit the landlord will be presented with a set of plans for approval.

The above is intended only to be a basic overview of the lease terms and process. The engineers at Clearwire have designed numerous installations nationwide and are able to accommodate almost any situation. Please review the attached plans and call me with any questions, comments or requests for additional information.

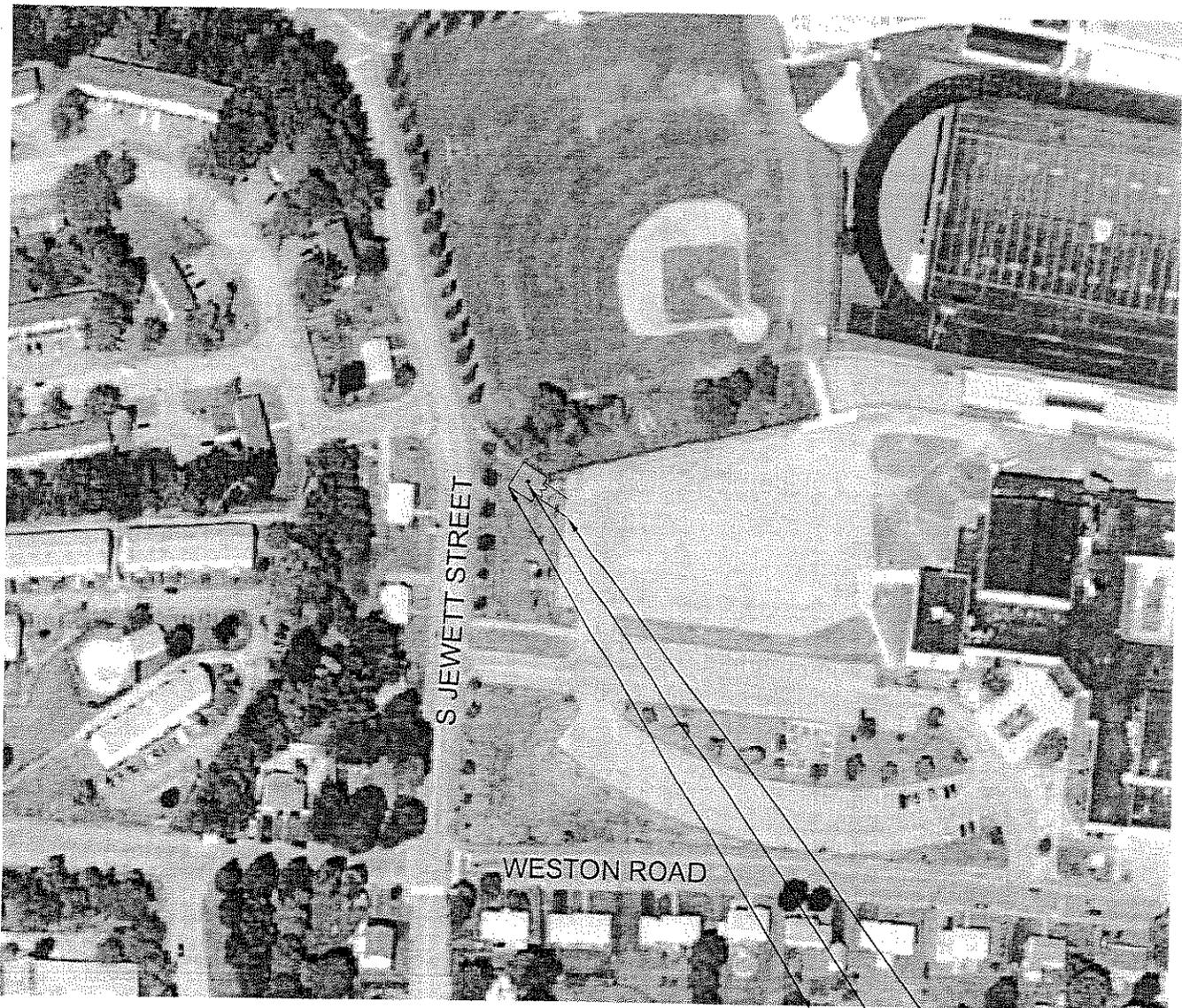
Thank you for your consideration. Again, should you have any questions or require further information, please don't hesitate to call. Please contact me at your earliest convenience. I can be reached at (310) 259-4285.

Sincerely,

Jack M. Baringer
Site Acquisition Manager

CC: NH-MAN 5126 A file

8-12



APPROVALS:

LANDLORD:

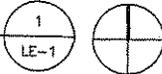
FIELD CONST. MGR:

RF ENGINEER:

SITE ACQUISITION AGENT:

SITE PLAN

SCALE: NTS



PROPOSED ACCESS DRIVE FROM EXISTING PARKING LOT

PROPOSED 150'± STEALTH POLE

PROPOSED CLEARWIRE 30'X30' LEASE AREA



NOTE: EXISTING TREES TO BE RELOCATED AS NECESSARY

SHEET 1 OF 3



LAKESIDE OFFICE PARK
699 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@aerialspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:

RAW LAND

REVISIONS:

PROJECT INFORMATION:

SITE #: NH-MAN5126A

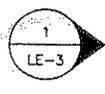
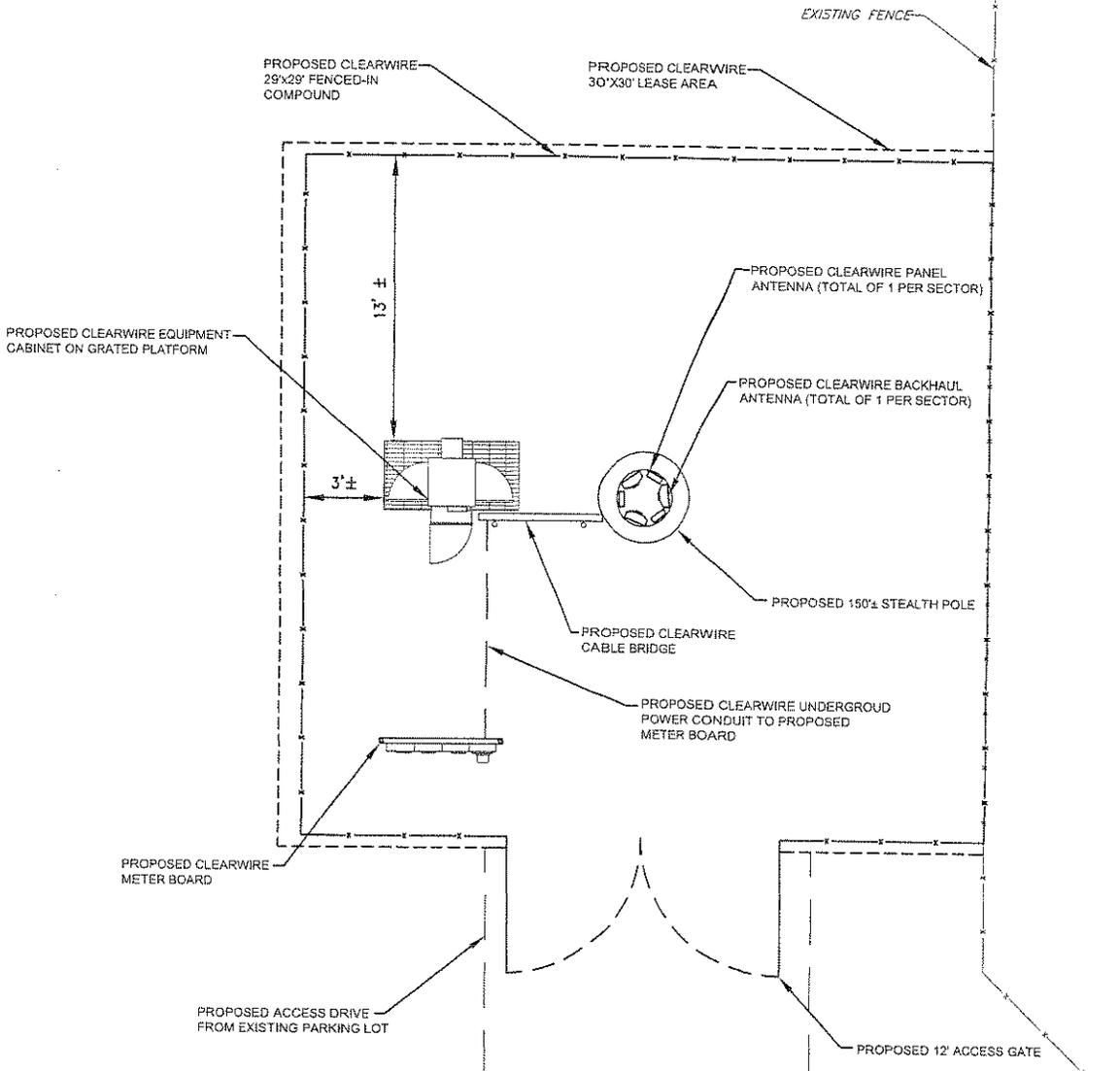
SITE NAME: MANCHESTER HIGH SCHOOL

SITE ADDRESS: 1 CRUSADER WAY
MANCHESTER, NH 03101

REV.#	DATE	DESCRIPTION
0	8/31/09	FINAL

DRAWN BY: KAP

8-13

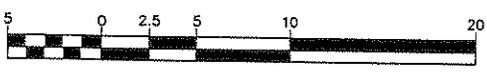


COMPOUND PLAN

SCALE: 1"=10'-0"



APPROX. TRUE NORTH



APPROVALS:

LANDLORD: _____
 FIELD CONST. MGR: _____
 RF ENGINEER: _____
 SITE ACQUISITION AGENT: _____

SHEET 2 OF 3



LAKESIDE OFFICE PARK
 599 NORTH AVE., SUITE 8
 WAKEFIELD, MA 01880
 tel. (781) 295 0818
 fax (781) 295 0825
 e-mail: blocke@aerialspectrum.com

clearwire®

4400 CARILLON POINT
 KIRKLAND, WA 98033

SITE TYPE:
 RAW LAND

PROJECT INFORMATION:

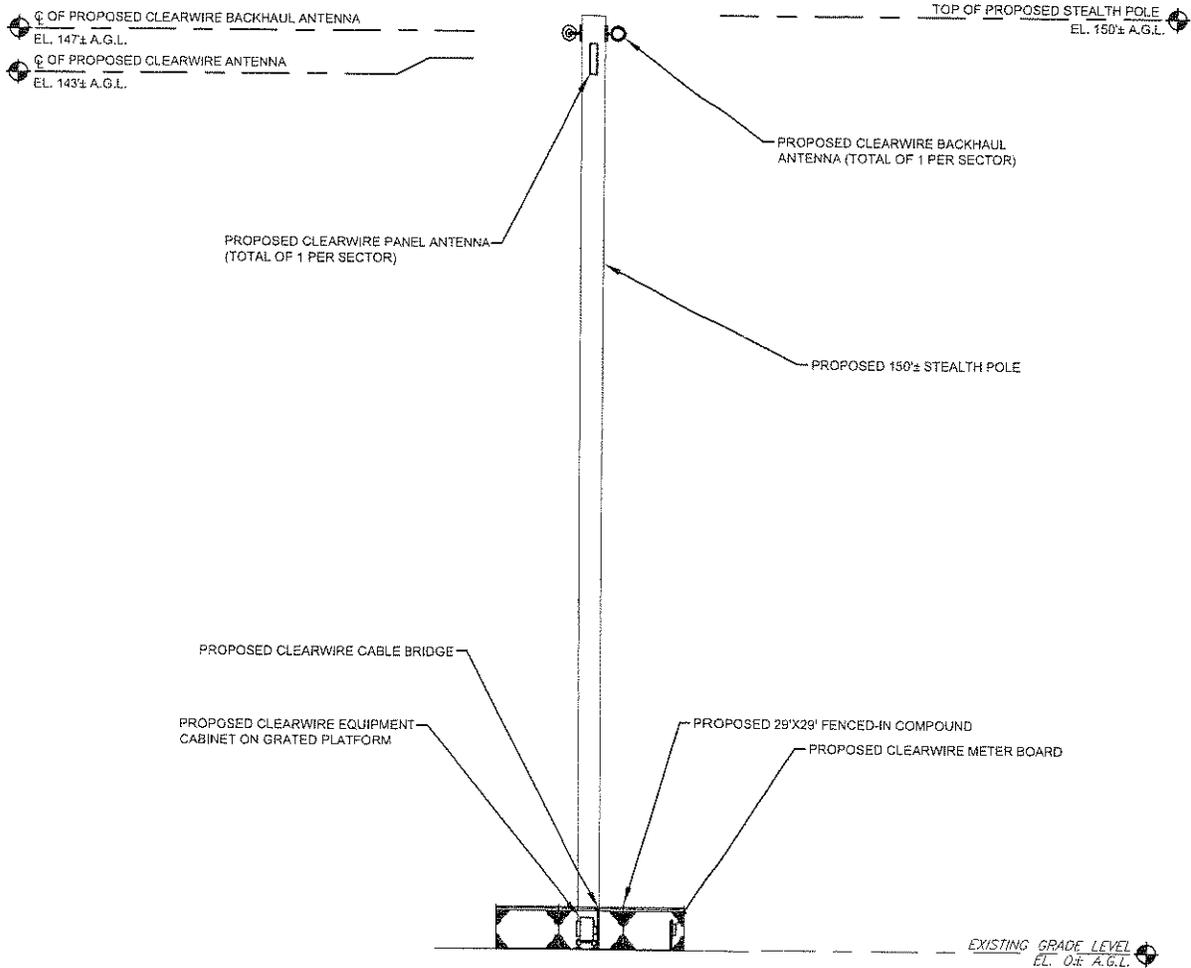
SITE #: NH-MAN5126A
 SITE NAME: MANCHESTER HIGH SCHOOL
 SITE ADDRESS: 1 CRUSADER WAY
 MANCHESTER, NH 03101

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/31/09	FINAL

DRAWN BY: KAP

8-10



ELEVATION

SCALE: 1"=30'-0"



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

SHEET 3 OF 3



LAKESIDE OFFICE PARK
 599 NORTH AVE., SUITE 8
 WAKEFIELD, MA 01880
 tel. (781) 295 0818
 fax (781) 295 0625
 e-mail: blocke@aerialspectrum.com

clearwire®

4400 CARILLON POINT
 KIRKLAND, WA 98033

SITE TYPE:
 RAW LAND

PROJECT INFORMATION:

SITE #: NH-MAN5126A
 SITE NAME: MANCHESTER HIGH SCHOOL
 SITE ADDRESS: 1 CRUSADER WAY
 MANCHESTER, NH 03104

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/31/09	FINAL

DRAWN BY: KAP

8-15



Goodman Networks

Network Knowledge... Delivered.

January 17, 2010

The Honorable Mayor Ted Gatsas
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Tower Hill Water Reservoir
Clearwire NH-MAN 5134 A
10 Tower Hill Drive
Manchester, NH 03103

Dear Mayor Gatsas:

Goodman Networks, Inc., has been retained to perform site acquisition, planning and permitting functions for the development of Clearwire wireless telecommunications antenna sites in the Manchester, NH, area. Your City's property has been identified as a candidate for a wireless facility.

As a result of the initial inspections and testing by the Clearwire radio-engineering department, it has been determined that your site is feasible for network development. The following are the basic business points of a proposed lease transaction:

Space:

A 7' x 7' area located in the current tower compound adjacent to the City reservoir. The antennas will be mounted at the 100' level on an existing lattice tower approximately as shown on the attached exhibit, together with the associated lines and cables connecting the equipment with the antennae arrays.

Equipment:

Clearwire proposed 9 antennas (three per sector). All installations will comply with the design guidelines set forth by the city in which the property is located. Additionally two radio equipment cabinets approximately 3' wide by 3' deep by 5' high will be placed in the equipment leased area. All installations are certified by a structural engineer and an architect. Also, the utilities serving the equipment location shall be separately metered, and the costs (installation and or extension from the street ROW to the leased area and the monthly operation) of said utilities shall be borne solely by

Clearwire.

- Lease Term:** A five (5) year primary term, with four (4) options to extend the lease of five (5) years each.
- Rent:** Clearwire proposes a monthly rental of One Thousand Six Hundred Dollars (\$1,600.00).
- Periodic Rent Escalations:** The rental shall be escalated by Ten percent (10%) each option period
- Maintenance, Taxes & Utilities:** All paid by Clearwire.
- Access:** 7/24/365 access is required by the Clearwire® maintenance department with notice. Clearwire agrees to reimburse your organization for actual security costs incurred in connection with after-hour, emergency maintenance events.
- Insurance:** Clearwire will provide a \$2,000,000 liability policy and will name the landlord as an additional insured party.

All costs of constructing the facility, permitting and applications fees will be processed by Goodman Networks, Inc., and will be paid for by Clearwire As landlord all that is required of you is a signed and notarized letter authorizing Goodman Networks, Inc., to act on your behalf in making the necessary applications. Prior to the processing of any permit the landlord will be presented with a set of plans for approval.

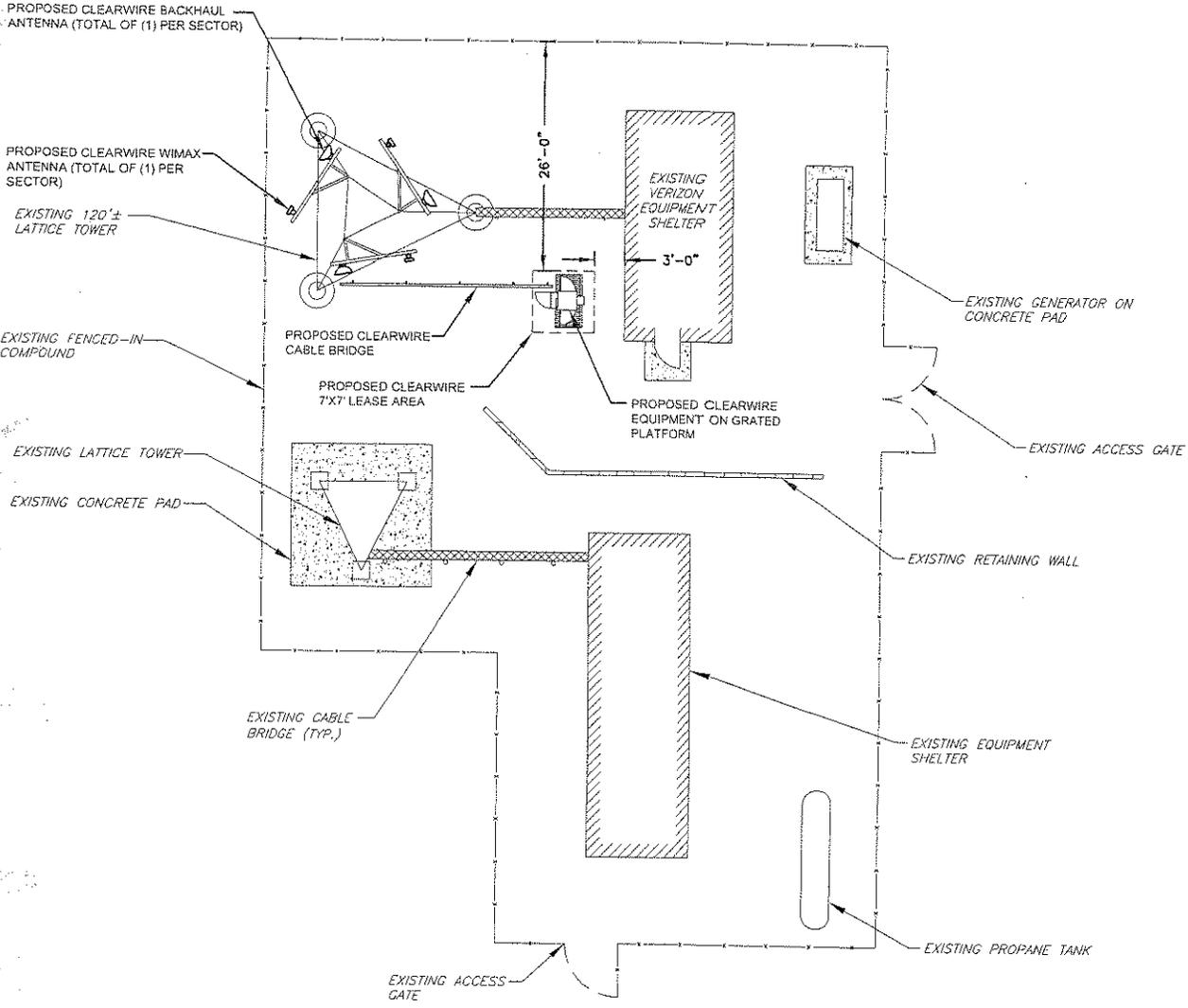
The above is intended only to be a basic overview of the lease terms and process. The engineers at Clearwire have designed numerous installations nationwide and are able to accommodate almost any situation. Please review the attached plans and call me with any questions, comments or requests for additional information.

Thank you for your consideration. Again, should you have any questions or require further information, please don't hesitate to call. Please contact me at your earliest convenience. I can be reached at (310) 259-4285.

Sincerely,

Jack M. Baringer
Site Acquisition Manager

CC: NH-MAN 5134 A file



COMPOUND PLAN
SCALE: 1"=20'-0"



APPROX. TRUE NORTH



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
CO-LOCATION

PROJECT INFORMATION:

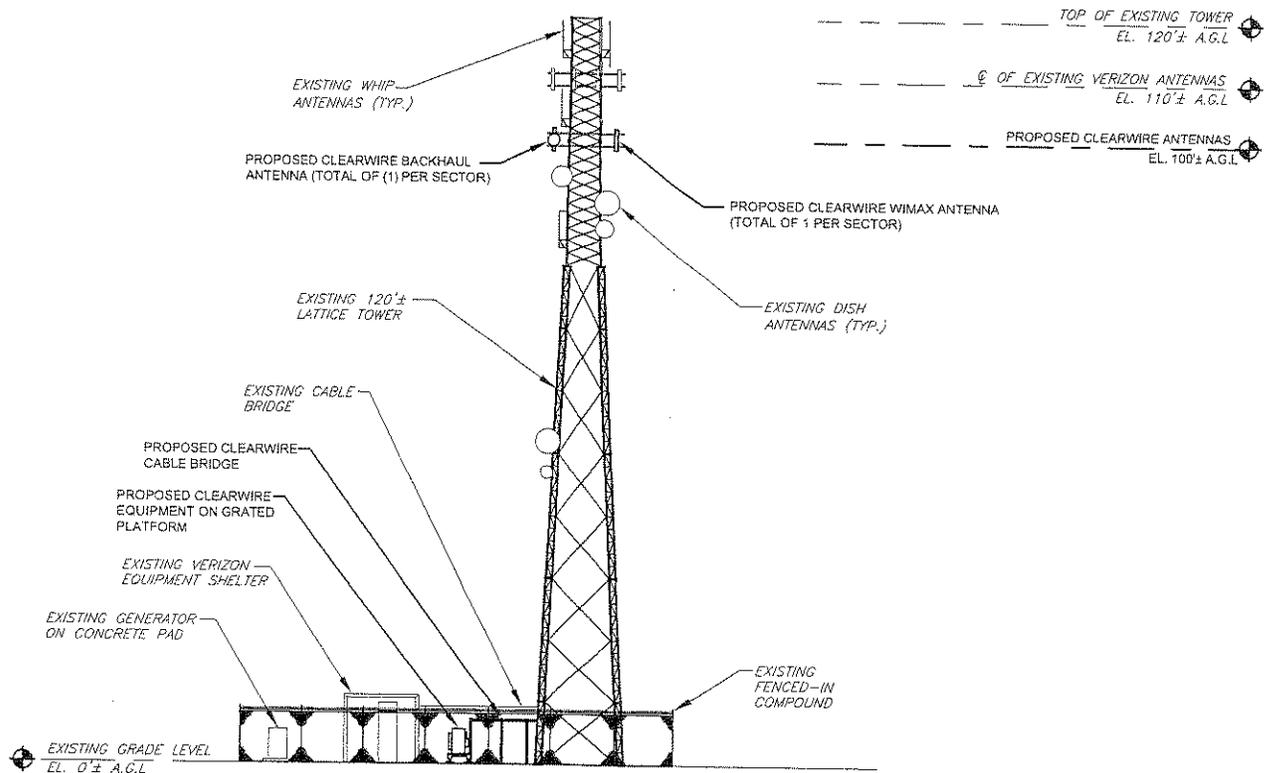
SITE #: NH-MAN5134A
SITE NAME: MANCHESTER WATER RESERVOIR
SITE ADDRESS: TOWER HILL ROAD
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/31/09	FINAL

DRAWN BY: DJW

8-18



ELEVATION
SCALE: 1"=30'-0"



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

SHEET 2 OF 2



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@airalspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
CO-LOCATION

PROJECT INFORMATION:

SITE #: NH-MAN5134A
SITE NAME: MANCHESTER WATER RESERVOIR
SITE ADDRESS: TOWER HILL ROAD
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
0	8/31/09	FINAL

DRAWN BY: DJW

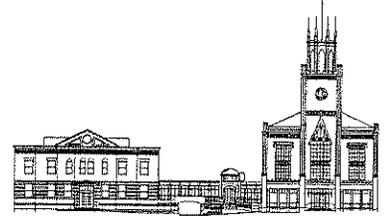
8-19



CITY OF MANCHESTER

Board of Assessors

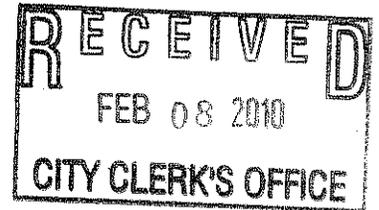
One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Michael W. Hurley

Christine Hanagan
Assistant to Assessors

To: Committee on Lands and Buildings
From: Board of Assessors
Date: February 8, 2010
Re: Map 611 Lot 4A
Request to Purchase Property

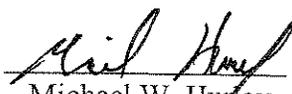


The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

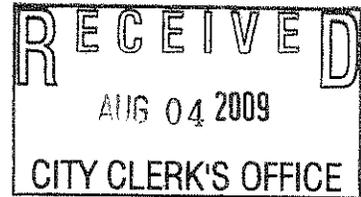
Property Location	Island Pond Road
Assessors Map/Lot	Map 611 Lot 4A
Property Owner	City of Manchester Tax Collector
Deed Book/Page	5445/0444
Date Acquired	June 21, 1993
Improved/Vacant	Vacant
Total Land Area	5,685 square feet
Current Zoning	R-1A
Overlay District	N/A
Easements/Restrictions	None known
Indicated Range of Value	\$13,000-\$15,000
Comments	Due to the size of the lot, the property has limited utility. Therefore, the highest and best use of the lot is determined to be a merger with an abutting property.

Sincerely,


David M. Cornell


Michael W. Hurley

tabled 9/11/09



June 30, 2009

Honorable Mayor Guinta,

I would like to express my interest in a small plot of land; the lot number is 611-4A Island Pond Road. My interest in acquiring this small piece of land would increase the piece I currently own to 1 acre and give me more road frontage. I need to know how I go about obtaining this plot of land and your assistance in the matter would be greatly appreciated.

Respectfully Yours,

A handwritten signature in cursive script that reads "Steve Barriere".

Steve Barriere

Cc: Felix Catudal



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Board of Assessors

From: Heather Freeman *H.F.*
Vital & Legislative Records Supervisor

Date: August 5, 2009

Re: Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for an appraisal.

Enclosure



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Leon LaFreniere
Director of Planning & Community Development

From: Heather Freeman ~~AK~~
Vital & Legislative Records Supervisor

Date: August 5, 2009

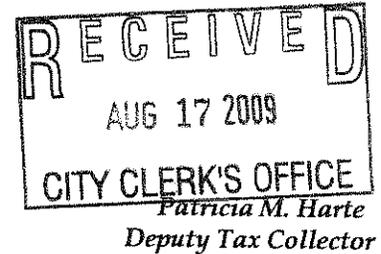
Re: Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for study and recommendation.

Enclosure

pc: Joan Porter, Tax Collector

Joan A. Porter
Tax Collector



Jacqueline G. Lutkevich
Second Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: August 12, 2009
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector
RE: **Map 0611 Lot 0004-A**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Island Pond Rd**

Prior Owners: Thomas C. McCarthy, Trustee
Map/Lot: 0611/0004-A
Lien Date: 05/10/1991
Deed Date: 06/21/1993
Recorded Date: 06/22/1993
Book/Page: Book 5445 Page 0444
Back Taxes \$926.52 (not including interest and costs)

I do not have any objections to the disposition of this property.

The Notice to Former Owner to Repurchase (RSA 80:89) does not apply in this case as it was tax deeded prior to the effective date of the Statue (see attached).

KNOW ALL MEN BY THESE PRESENTS:

Unofficial Document

That I, Felix A. Catudal, Collector of Taxes for the City of Manchester, in the County of Hillsborough and State of New Hampshire, for the year 1993, by the authority in me vested by the laws of the State, and in consideration of one hundred three dollars and 46/100

to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, a certain tract or parcel of land situated in Manchester aforesaid, and described by the Assessors as follows:

Unofficial Document

L Island Pond Rd
Map# 611 Lot# 4-A

Formerly taxed under the name of McCarthy Trustee Thomas C

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the tenth day of May, 1991.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenant with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the twenty-first day of June, in the year of our Lord one thousand nine hundred and ninety-three.

Signed, Sealed and Delivered in the presence of:

Constance A. Marion

Felix A. Catudal
Tax Collector

Unofficial Document

Unofficial Document

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

June 21, 1993

Personally appearing, Felix A. Catudal, Collector of Taxes above named, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me



Unofficial Document

Unofficial Document

ROBERT H. THOMPSON, Notary Public
My Commission Expires September 11, 1994

BK5445PG0444



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

August 29, 2009

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Request by abutter to acquire city-owned TM 611, Lot 4-A on Island Pond Road*

Honorable Committee Members:

In preparation for its required response to the Committee, the Planning & Community Development Department is carrying out necessary research concerning a recently received request by Steven Barriere to acquire city property on Island Pond Road in the vicinity of Lake Shore Drive. Mr. Barriere is the owner of an undeveloped 0.9 acre parcel known as TM 611, Lot 4, and the city-owned property he is seeking to acquire is a small, abutting, 0.13 acre parcel known as TM 611, Lot 4-A, which the City acquired via tax deed from a different entity in 1993 (see attached map).

The Planning Department is currently in the process of developing its response to the Committee concerning this request and, toward this end, is awaiting feedback from some other city agencies, as well as from another abutter to the city property in question. We will submit our report to the Committee as soon as we have considered this information.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Leon LaFreniere, AICP
Director of Planning and Community Development Department

9-7

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

**R-1A
Zoning District**

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

LAKE SHORE RD.

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Deeded)

**C-V
Zoning District**

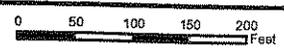
1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

9-8

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2009.

Zoning District Boundary





CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

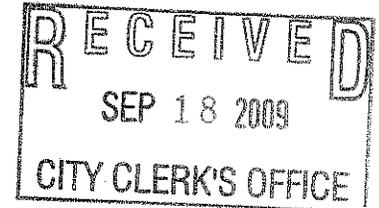
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

September 18, 2009

Committee on Lands and Buildings
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, N.H. 03101



RE: *Request to Acquire City Owned Land on Island Pond Road (Tax Map 611, Lot 4-A)*

Dear Committee Members:

This is to provide a report pursuant to Section 23½ pertaining to the above-referenced parcel.

The City has received a letter from Steven Barriere, owner of an undeveloped 0.9 acre parcel of land on Island Pond Road known as TM 611, Lot 4, indicating his interest in acquiring an abutting 0.13 acre city-owned parcel known as Lot 4-A which contains no current building. The City acquired Lot 4-A by tax deed in 1993 and a review of records indicates that the old District No. 6 school house was located on this parcel at some point prior to 1925.

Both of these parcels are situated in the R-1A zoning district which requires a minimum lot size of 12,500 s.f. and a minimum lot frontage of 75 feet for a single family dwelling. Mr. Barriere's Lot 4 was created prior to the City's current minimum lot size and frontage requirements were enacted and is likely an existing non-conforming lot of record which may be developed for single family housing at its present size and frontage.

Upon inquiry, we have discovered that the only other direct abutter to city-owned Lot 4-A is Thomas Hurley, owner of Lot 4-B. Due to the narrow nature of his Lot 4-B and the proximity of his house to the city-owned parcel, Mr. Hurley has also indicated an interest in the parcel.

Surplus Determination: Based upon our review of the site, which included consultation with applicable city agencies, I do not believe that there are any City needs for Lot 4-A. As such, I would recommend that the property be determined "surplus" and disposed of in a manner consistent with Section 23½ of the City Ordinances.

Manner of Disposition: Because it is directly abutted by only two privately owned parcels, I recommend that city owned Lot 4-A be offered for sale to the highest bidder among its two abutters. If the Committee deems this an appropriate direction, I would further suggest that a merger of Lot 4-A with the parcel of its new owner be a required condition of sale.

If you have any questions, I will be available at your next committee meeting.

Sincerely,

Leon LaFreniere,
Director of Planning & Community Development

11/10/09 Tabled

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Committee on Lands and Buildings
Aldermen Smith, Gatsas, Osborne, M. Roy, J. Roy

From: Heather Freeman ~~HE~~
Vital & Legislative Records Supervisor

Date: October 23, 2009

Re: Manchester Dog Park Agreement

Please find attached the draft agreement for the proposed dog park in the city, which was prepared by the City Solicitor for the Committee's review at their next meeting.

Enclosure

10-1

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between the Manchester Dog Park Association a New Hampshire Nonprofit Corporation with an address of 139 Parker Street, Manchester, New Hampshire 03102 and the City of Manchester, New Hampshire a body Corporate and Politic with an address of One City Hall Plaza, Manchester, New Hampshire.

WHEREAS the Manchester Dog Park Association wishes to construct, operate and maintain a Dog Park where dogs can exercise, play and socialize “off-leash”.

WHEREAS the City of Manchester desires to have a Dog Park established.

WHEREAS the City of Manchester and the Manchester Dog Park Association desire to enter into this Agreement to set forth the terms and conditions of their relationship.

NOW THEREFORE in consideration of the mutual covenants and Agreements contained herein the City of Manchester, New Hampshire (hereinafter “City”) and the Manchester Dog Park Association (hereinafter “MDPA”) agree as follows:

1. The term of this Agreement is five (5) years commencing on _____, 20____ and terminating on _____, 20____. Upon the written agreement of both parties, the terms of this Agreement may be renewed for an additional five (5) year period.

2. The City shall allow MDPA to use the premises described in Exhibit A (thereinafter “Promises”) to construct, maintain and operate an area where dogs can exercise, play and socialize “off-leash” (hereinafter “Dog Park”).

3. MDPA shall fence the perimeter of the Premises and shall provide such interior fencing as necessary or desirable for separating the various dogs using the Dog Park. The fencing shall be of the type suitable to contain and control said dogs.

4. MDPA shall also provide such other facilities necessary or desirable to the maintenance and operation of the Dog Park such as water and dog waste facilities.

5. The MDPA shall draft, adopt and post such rules and regulations as are necessary and desirable for the operation of the Dog Park. At minimum such rules and regulations shall contain provisions dealing with:

A) The immunizations a dog must have in order to use the Dog Park.

B) The exclusion of dogs with a known history of, or who exhibit dangerous behavior.

C) The minimum age of dog owners using the Dog Park.

D) The hours of operation of the Dog Park.

6. MDPA shall construct, maintain, operate and supervise the Dog Park and shall supervise the premises

7. MDPA shall post a sign at the entrance to the Dog Park stating that MDPA is solely responsible for constructing, maintaining, operating and supervising the Dog Park.

8. MDPA shall procure and provide comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each

occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability. Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the MDPA.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of best's key rating guide. Association agrees to furnish certificates (s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester as additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change. The purchase of the insurance required of the furnishing of the aforesaid certificate shall not be a satisfaction of Association's liability hereunder or in any way modify the Association's indemnification responsibilities to the City of Manchester.

9. MDPA hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties,

interests, court costs, legal fees and all other expenses incurred by the city arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the city, death or damages to property (including property of the city) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this agreement.

Association agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Association.

Association also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Association or the city or to enlarge in any way the Association's liability, but is intended solely to provide for indemnification of the city from liability for damages or injuries to third persons or property arising from Association's performance hereunder.

10. MDPA can terminate this agreement upon sixty (60) days written notice to the City.

11. Should MDPA be in breach of any of the foregoing provisions of this Agreement the City shall provide written notification of the breach to MDPA. MDPA shall have 30 days to correct said breach. Should MDPA fail to correct said breach within 30 days the City may terminate this Agreement upon written Notice to MDPA.

12. Paragraph 11 notwithstanding the City may terminate this agreement immediately without notice should:

- a. MDPA fail to provide the insurance called for in paragraph 8.
- b. MDPA fail to provide current Certificates of Insurance as provided for in paragraph 8.
- c. The insurance provided for in paragraph 8 lapse or be cancelled for any period of time; however brief.

13. Paragraph 11 notwithstanding should MDPA fail to provide the indemnification called for in paragraph 9 of this agreement the City may cancel this agreement upon written notice to MDPA.

14. Any notices required under the terms of this Agreement shall be sent via United States mail, first class, return receipt requested, to the following:

MDPA: Manchester Dog Part Association
139 Parker Street
Manchester, NH 03102

City: Director
Parks, Recreation and Cemetery Department
625 Mammoth Road
Manchester, NH 03104

15. This Agreement shall not be assigned by MDPA without the written consent of the City which consent the City may grant or deny in its sole and unfettered discretion.

16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

17. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach by any party.

18. No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.

Manchester Dog Park Association

Date

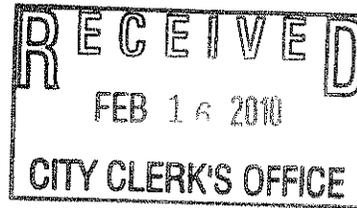
By: _____
(Name)
(Title)

City of Manchester

Date

By: _____
(Name)
(Title)

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

February 8, 2010

Ald. Ed Osborne, Chairman
Committee on Lands & Buildings
One City Hall Plaza
Manchester, NH 03101

Re: Varney Street Dog Park Site Proposal

Dear Members of the Committee:

I would like to propose another possible site for a dog park located on Varney Street (Map 526 Lot 2). This site is located between Varney Street and Dunham Street across from the intersection of Riddle and Varney Streets. The site is mostly flat and is approximately 2 acres in size. It has a vegetative buffer between the properties along Head Street and Varney Street. There is sufficient space for approximately 30 perpendicular parking spaces along Dunham Street. This site also has pedestrian access from the sidewalk on Varney Street.

This site also meets all other criteria previously identified in the proposal dated August 24th, 2009.

The operation hours should be determined by input from the surrounding neighborhood, the Manchester Dog Park Association and the criteria mentioned earlier in this letter.

It is my sincere hope that this location will be the first of many off-leash dog parks throughout the city and The Parks Department is committed to continue to work with the Manchester Dog Park Association on future site locations. If this site is found to be acceptable by the Committee on Lands and Buildings and approved by the full Board of Mayor and Aldermen the city solicitor will finalize the agreement between the City and the Manchester Dog Park Association.

It should also be noted that the Manchester Dog Park Association will still need to provide the city with Comprehensive General Liability insurance as required by the City's risk manager (See attachment)

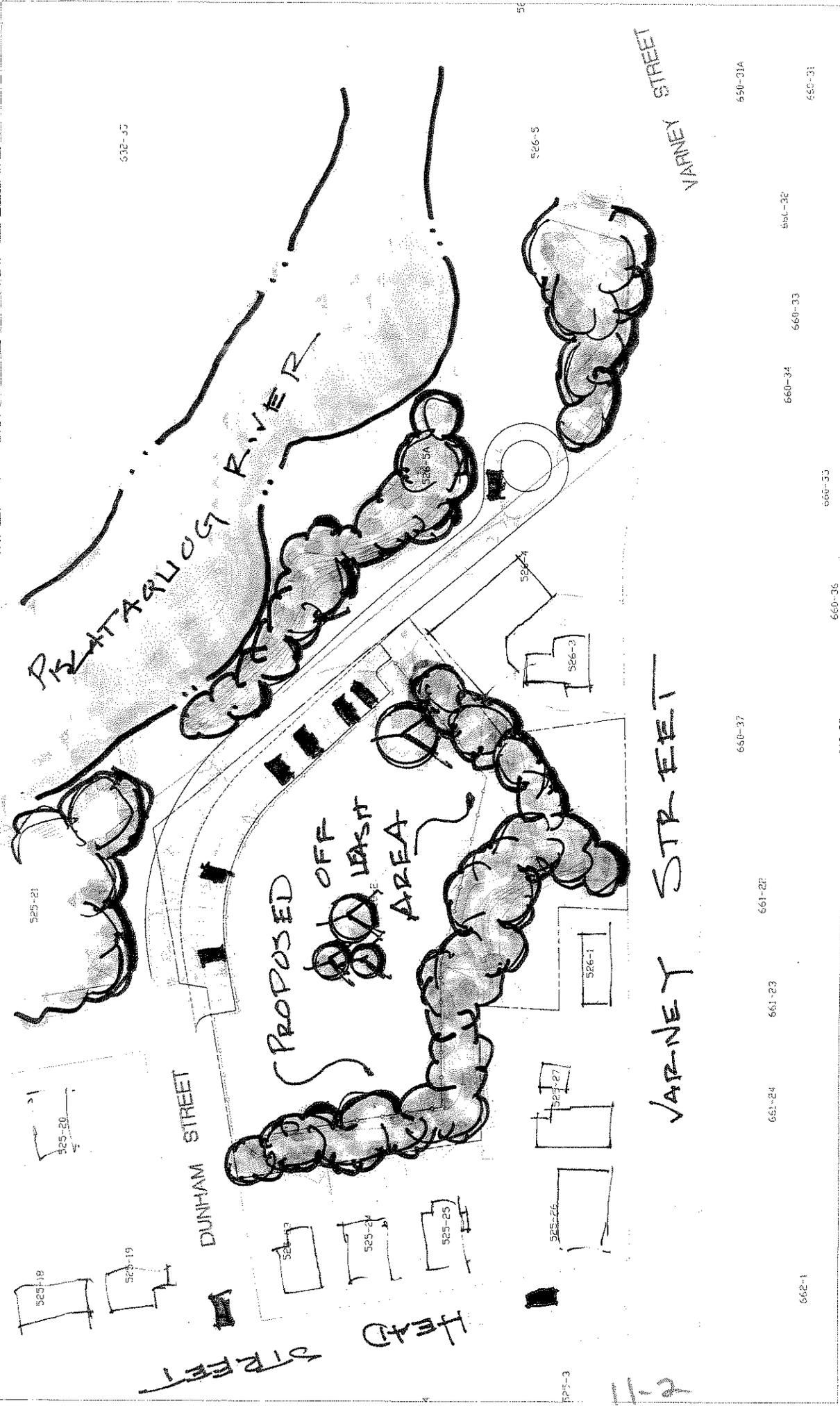
Thank you for your consideration in this matter.

Best Regards,


Chuck DePrima, Acting Director

Cc: Honorable Mayor Theodore L. Gatsas
Mike Lopez, Chairman of the Board of Mayor and Aldermen
Phil Greazzo, Alderman Ward 10
Thomas Arnold, Deputy City Solicitor
Harry Ntapolis, Risk Manager

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/



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VARNEY STREET

VARNEY STREET

PRATAQLOG RIVER

DUNHAM STREET

HEAD STREET

PROPOSED OFF WASH AREA

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

September 17, 2009

Board of Mayor And Aldermen
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

RE: Dog Park Site Investigation

Date: October 6, 2009
On motion of Ald. Smith
Duly seconded by Ald. DeVries
Voted to refer to the Committee on Lands
and Buildings



City Clerk

Dear Members of the Board:

Subsequent to an action taken by the Committee on Lands and Buildings on September 1st, 2009 I conducted a more detailed investigation into two possible sites for an off leash dog park. The Dunbarton Road site adjacent to the former landfill across the street from the animal shelter is the preferred location and the site located on the south end of Pine Grove Cemetery is the second option as dog park sites.

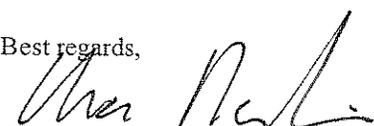
The detailed investigation of each site yielded a conceptual layout of the enclosed off leash area and associated parking area. Also included is a letter from Doug Kemp of the NHDES Waste Management Division indicating no opposition to the Dunbarton Road site and offering suggestions as the project proceeds.

In summary the Dunbarton Road site is approximately 2.3 total acres in size. Approximately 2 acres will be utilized for the off-leash area and approximately 30 parking spaces will be located on the remaining land to the northwest.

The Crescent Road site is approximately 1 acre in size for the enclosed off-leash area. Approximately 14 parking spaces will be located parallel to Crescent Road across the road to the south of the off-leash area. Since the parking spaces are adjacent to a residence, measures in the form of landscaping will be taken to visually separate the parking lot from the abutting property owner.

It is my sincere hope that this information will be a useful tool for board members to make their final decision for a dog park location. Upon final recommendation of a site a neighborhood meeting will be scheduled to facilitate a dialogue between the Dog Park Association and the residents adjacent to the site. The information gathered in this public meeting will be used to guide the use and hours of the park to minimize any potential negative impact the park may have. Please do not hesitate to contact me should you need further information.

Best regards,

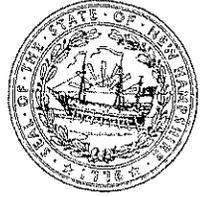

Chuck DePrima, Acting Director

Cc: Honorable Mayor Frank Guinta
Tom Clark, City Solicitor
Phil Greazzo, Chairman Manchester Dog Park Association

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603) 624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

September 14, 2009

Mr. Kevin A. Sheppard, P.E.
Director
Public Works Department
227 Maple Street
Manchester, NH 03103

Subject: Manchester Landfill – Dog Park Request

Dear Mr. Sheppard:

The Department of Environmental Services (Department) has reviewed the request, submitted by the City of Manchester, to use a portion of the closed landfill site for a dog park and parking lot. The Department is not opposed to the concept and offers the following:

1. According to the preliminary site plan, the parking area and dog park are to be situated between Dunbarton Road and the southern edge of the landfill.
2. Both the parking area and dog park are to be enclosed by fencing which will prohibit direct vehicular access to the access road around the landfill. The height of the proposed fence around the dog park is to be 8 feet.
3. Any element of the landfill post-closure reporting/monitoring plan [e.g., soil gas probes, monitoring wells, etc.] located inside either the parking lot or dog park must be protected from damage.
4. The Department should be informed of any changes to the preliminary design prior to the installation of any component of the design.

If you have any questions, please contact me.

Sincerely,

Douglas Kemp
Waste Management Specialist III
Solid Waste Management Bureau
f:/proj09/manchlf09
Tel.: (603) 271-2925



DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2925 • Fax: (603) 271-2456 • TDD Access: Relay NH 1-800-735-2964

CONTRACT ESTIMATE
Dog Park - Dunbarton Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	320	\$3,200.00
304.3	Crushed Gravel	CY	\$25.00	320	\$8,000.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	1400	\$42,000.00
641	Loam, 4 Inches Deep	SY	\$6.00	200	\$1,200.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	200	\$1,200.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
607.80865	Chain Link Fence Gates, Double 18ft Opening	EA	\$1,500.00	1	\$1,500.00
900	Concrete Wheel Stops	EA	\$120.00	30	\$3,600.00

SUBTOTAL:	\$64,600
ADD 20% CONTINGENCY:	\$12,920
ADD 10% MOBILIZATION:	\$6,460
TOTAL:	<u>\$83,980</u>
USE:	\$85,000

CONTRACT ESTIMATE
Dog Park - Brown Ave/Crescent Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	150	\$1,500.00
203.5	Fill, Borrow Material	CY	\$15.00	30	\$450.00
304.3	Crushed Gravel	CY	\$25.00	110	\$2,750.00
403.11	Hot Bituminous Pavement, machine method	TON	\$80.00	75	\$6,000.00
403.12	Hot Bituminous Pavement, hand method	TON	\$150.00	2	\$300.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	600	\$18,000.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
606.141	Guardrail	LF	\$30.00	90	\$2,700.00
606.147	Guardrail, Terminal Unit, Type G	EA	\$600.00	2	\$1,200.00
641	Loam, 4 Inches Deep	SY	\$6.00	100	\$600.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	100	\$600.00
900	Retaining Wall	SF	\$30.00	125	\$3,750.00
900	Concrete Wheel Stops	EA	\$120.00	14	\$1,680.00

SUBTOTAL:	\$43,430
ADD 20% CONTINGENCY:	\$8,686
ADD 10% MOBILIZATION:	\$4,343
ADD 5% FOR RETAINING WALL DESIGN	\$2,172
TOTAL:	<u>\$58,631</u>
USE:	\$60,000