



**LEBANON CITY COUNCIL
OCTOBER 2, 2024 - 7:00 PM
COUNCIL CHAMBERS, CITY HALL OR
REMOTE VIA VIRTUAL PLATFORM
LEBANONNH.GOV/LIVE**

1. Call to Order

- A. To participate in this meeting, please [join live via Microsoft Teams](#) or call 929-229-5356 (access code: 358 820 480#). If you have trouble accessing this meeting, please [email Shaun Mulholland](#).

The October 2, 2024 Lebanon City Council Meeting is hereby called to order.

2. Pledge of Allegiance

3. Public Forum Announcement by the Mayor

Any member of the public who desires to speak on any item may do so when the item is taken up by the Council and will be allowed to speak on the subject for not more than three minutes. **(Note: Speakers are asked to state their name, ward of residence, and to use the microphone provided.)**

4. Open to the Public

5. Recognitions

- A. Resolution Honoring Alisha Robinson

6. Approval of Minutes

- A. MOTION TO approve the minutes as presented in the October 2, 2024 agenda packet.

7. Appointments

- A. Economic Development Commission, Benjamin Carter (Citizen Representative)
Planning Board, Eric Stacy (Alternate Member)

8. Public Hearing Items

- A. Ordinance #2024-12: To Amend City Code Chapter 31, Boards, Committees and Commissions, by Deleting and Repealing Article IV, Board of Assessors: A public hearing for the purpose of receiving public input and taking action on proposed Ordinance #2024-12 to Amend City Code Chapter 31, Boards, Committees and Commissions, by Deleting and Repealing Article IV, Board of Assessors
- i. Presentation:
 - ii. Opening of the Public Hearing:
 - iii. Questions & Comments by the Public:

- iv. Closing of the Public Hearing:
- v. Council Deliberation & Action:

9. Old Business: None

10. New Business

- A. Authorization for City Manager to Execute an Amendment to Lease and Operating Agreement with Lebanon Outing Club concerning the Storrs Hill Ski Area
- B. Authorization for City to Acquire Approximately 2,220 SF from Grafton County Senior Citizens Council, Inc.
- C. Discussion of Proposed Acquisition of Westboro Yard
- D. Mayor's Discussion of Potential Sachem Village – Dartmouth Hitchcock Connector Project

11. City Manager Report

12. Council Representatives to Other Bodies Report

13. Future Agenda Items

14. Non-Public Session

- A. Non-Public Session in accordance with the provisions of RSA 91-A:3,II(a) "The dismissal, promotion, or compensation of any public employee..."

15. Adjournment

Meetings are open for in-person and remote attendance. Members of the public that wish to attend remotely may do so by going to LebanonNH.gov/Live where you will find instructions on how to enter the meeting. Members of the public will be able to participate and ask questions through the City's virtual platform or by phone. Please note: Should technical difficulties occur during the meeting that disrupts virtual or phone connection(s), the meeting will continue without remote access capabilities.

Future Board/Committee/Commission Appointments - There are no future board/committee/commission appointments at this time.

Proposed Future Agenda Items: Dates may be tentative, and this list is not considered all-inclusive.
October 16, 2024

New Business:

- A. Work Session: Overview and Presentations of the 2025 Capital Improvements Program (CIP) and Capital Budget

October 23, 2024 – Special Meeting

- A. Presentation of 2024-2025 Proposed Zoning Amendments

October 29, 2024 – Budget Work Session

- A. Review Of 2025 City Budget - Question & Answer Session
City Manager (To include City Manager & City Council Operations, Legal, and Advance Transit)
- B. Presentation By City Manager & Finance Director
Overview of Proposed 2025 Annual Budget

November 6, 2024

New Business:

- A. Presentation of 2023 Financial Audit
- B. Discussion and Set Public Hearing for November 20, 2024: Placement of Proposed Amendments to the City Charter on the ballot of the March 2025 Municipal Election
- C. Discussion and Set Public Hearing for November 20, 2024: Ordinance #2024-11 to Amend City Code Chapter

23, Banners, to remove references to the Licensing Board

D. Discussion and Set Public Hearing for November 20, 2024: Ordinance #2024-13 to Amend City Code Chapter 68, Fees, Article III, Miscellaneous Fees, §68-15, Enumeration of Fees, to authorize a XX% increase to the Water Service Rate and a XX% increase to the Sewer Service Rate; to authorize an XX% increase in Ambulance Fees; to include a fee schedule for applications to the Heritage Commission; and to include a fee schedule for the City Clerk's Office to maintain a Landlord's Agent Registry as required by NH RSA 540:1-b

E. Discussion and Set Public Hearing for November 20, 2024: Ordinance #2024-14 to Amend City Code Chapter 97, Landfill Regulations, including updating the current fee schedule

F. Discussion and Set Public Hearing for November 20, 2024: Ordinance #2024-15 to Amend City Code Chapter 8, Airport Operations, §8-4, Airport Rules and Regulations, to amend Airport Landing Fees

Agenda
Lebanon City Council
October 2, 2024

5. Recognitions:

- Resolution Honoring Alisha Robinson

Included in this Section:

1. Resolution Honoring Alisha Robinson



Resolution Honoring Alisha Robinson

WHEREAS, Alisha Robinson joined the City of Lebanon's Diversity, Equity, and Inclusion Commission in summer 2022 and was elected to serve as Chair of the Commission in February 2024; and

WHEREAS, Alisha has been an integral member of the Commission, organizing the City's now-annual Juneteenth Celebration and helping to develop the City's first Equity Plan; and

WHEREAS, Alisha began her term as Chair with a discussion and public hearing on the Ceasefire Resolution proposed by residents of Lebanon and led that public hearing with exceptional poise and attention to the statements and concerns of the City's residents; and

WHEREAS, in all her work with the Diversity, Equity, and Inclusion Commission Alisha has acted with a high level of respect and thoughtfulness toward the City's residents and their needs and wishes, as well as a strong passion for finding lasting, effective, and inclusive solutions for the City.

NOW, THEREFORE BE IT RESOLVED, that the Lebanon City Council, on behalf of the City of Lebanon, hereby recognizes and honors Alisha Robinson on the occasion of her departure from the Diversity, Equity, and Inclusion Commission and thanks her for her service to the City.

BE IT FURTHER RESOLVED that this Resolution be written upon the minutes of the Lebanon City Council meeting and a copy presented to Alisha Robinson.

Dated this 2nd day of October 2024.

Timothy J. McNamara, Mayor
on behalf of the Lebanon City Council

**Agenda
Lebanon City Council
October 2, 2024**

6. Acceptance Of Minutes:

Minutes To Be Accepted

- September 18, 2024

MOVED, to approve the minutes as presented in the October 2, 2024 agenda packet.

DRAFT

LEBANON CITY COUNCIL
REGULAR SESSION MINUTES
Wednesday, September 18, 2024, 7:00 p.m.
Council Chambers

Remote Via Microsoft Teams: [LebanonNH.gov/Live](https://lebanonnh.gov/Live)

MEMBERS PRESENT: Mayor Tim McNamara, Assistant Mayor Clifton Below, Erling Heistad, Karen Liot Hill, Christian Simon, George Sykes, Devin Wilkie, and Karen Zook

MEMBERS ABSENT: Douglas Whittlesey

STAFF PRESENT: City Manager Shaun Mulholland, Deputy City Manager David Brooks, Finance Director Vicki Lee, Director of Planning & Development Nathan Reichert, Associate Planner Catheryn Hembree

1
2 **1. CALL TO ORDER:** Mayor McNamara called the meeting to order at 7:00 p.m.

3
4 **2. PLEDGE OF ALLEGIANCE:** Assistant Mayor Below led the Council in the Pledge.
5 • City Manager Shaun Mulholland announced the meeting criteria for the public.

6
7 **3. PUBLIC FORUM:** Mayor McNamara made the Public Forum announcement.

8
9 **4. OPEN TO PUBLIC:**

10
11 Mr. William Lamb (Ward – not given): spoke to the Council regarding a letter that he submitted to the
12 City Manager regarding concerns about granting a Conditional Use Permit to someone without first doing
13 a background check. He gave the background of a project that failed in Peabody, MA, and suggested that
14 the Council determine how not to approve a Conditional Use Permit for a PURD for the Brickyard
15 project, if the developer was one in the same.

16
17 **5. RECOGNITIONS: NONE**

18
19 **6. ACCEPTANCE OF MINUTES:** September 4, 2024 (Regular Meeting)
20 *Councilor Heisted MOVED to approve the September 4, 2024 (Regular Meeting) minutes as written*
21 *and presented in the September 18, 2024, City Council agenda packet.*
22 *Seconded by Councilor Wilkie.*
23 **The Vote on the Motion was approved (8-0-0).*

24
25 **7. APPOINTMENTS:**

26 • Lebanon Housing Task Force, Ellen Smith-Ahern (Resident Representative)
27 *Mayor McNamara MOVED to NOMINATE Ellen Smith-Ahern as a Resident Representative to the*
28 *Lebanon Housing Task Force. TERM: N/A*
29 **The Vote on the NOMINATION was approved (8-0)*

30
31 • Upper Valley Subcommittee of the Connecticut River Joint Commission, Majestic
32 Terhune (Alternate Citizen Member)
33 *Assistant Mayor Below MOVED to NOMINATE Majestic Terhune as an Alternate Citizen Member*
34 *to the Upper Valley Subcommittee of the Connecticut River Joint Commission. TERM: N/A*

1 **The Vote on the NOMINATION was approved (8-0)*

2
3 • Planning Board, Kellen Appleton (Regular Member)
4 *City Manager Mulholland MOVED to NOMINATE Kellen Appleton as a Regular Member of the*
5 *Lebanon Planning Board. Term: 9/24-9/27*

6 **The Vote on the NOMINATION was approved (8-0)*

7
8 **8. PUBLIC HEARING ITEMS: NONE**

9
10 **9. OLD BUSINESS: NONE**

11
12 **10. NEW BUSINESS:**

13 **A.** Review and Discussion of 2024 2nd Quarter Budget Report

14
15 Included in the agenda packet: **(All supportive documents and information can be found on pages 27-**
16 **92, Council agenda packet)**

- 17 1. September 18, 2024, Memorandum from Finance, RE: 2nd Quarter Financial Report (June 30,
18 2024)

19
20 Finance Director Vicki Lee reviewed the 2024 2nd Quarter Budget Report

21
22 **BACKGROUND**

23 The Budget Report presents in summary form year-to-date activity for both expenditures and revenues.
24 City Charter §C419:44 requires financial information to be presented to the City Council for each quarterly
25 period of the year. Administration typically provides required financial information on a monthly basis
26 during the 4th quarter.

27
28 **Council Comments:** NONE

29
30 **ACTION: No action required by Council. For informational purposes only**

- 31
32 **B.** Discussion and Set Public Hearing for October 2, 2024: Ordinance #2024-12 to Amend City
33 Code Chapter 31, Boards, Committees and Commissions, by Deleting and Repealing Article
34 IV, Board of Assessors

35
36 Included in the agenda packet: **(All supportive documents and information can be found on pages 93-**
37 **101, Council agenda packet)**

- 38 1. Proposed Ordinance #2024-12
39 2. City Code Chapter 31, Article IV, Board of Assessors
40 3. Excerpt of NH RSAs related to Assessors
41 4. Legal Opinion from Attorney Christine Johnston, dated September 9, 2024

42
43 City Manager Mulholland reviewed this item.

44
45 **BACKGROUND**

46 NH RSA 48:12-13, *et. seq.*, passed in 1846 and revised in 1855, set forth a community's choice of assessors
47 and the duties of such assessors, constituted as a Board of Assessors (BOA). During that century and into the
48 1900s the members of the BOA actually conducted assessments of the value of properties and prepared the
49 grand list to issue the annual tax warrant. This work is now done by professional, certified assessors based
50 on standards created by the NH Assessing Standards Board.

1 On January 6, 1988, in accordance with NH RSA 48:12, the City established a Board of Assessors with the
2 authority to perform all duties related to inventory taking, property appraisal for taxation, tax assessment,
3 and abatement, as well as issuing warrants for tax collection. This Board assumed all the powers and
4 responsibilities typically held by Selectmen and Assessors in towns, as required by law. The Board was
5 also responsible for establishing rules and procedures governing its operation.

7 The Lebanon Board of Assessors is composed of five members appointed by the City Manager (per City
8 Charter C419:32 and NH RSA 48:12). Each member is required to be a resident of the City of Lebanon,
9 and to remain a resident throughout the duration of their term. However, for at least the last three years, the
10 Board has operated with the minimum number of members required for a quorum (three votes are
11 necessary).

13 NH RSA 48:12 provides enabling statutory provisions for cities to have Boards of Assessors; however,
14 they are not required. There are similar statutory provisions for towns. It appears that the Towns of New
15 Ipswich and Wakefield may be the only towns that still have Boards of Assessors. The last BOA meeting
16 in the Town of Littleton appears to have occurred in 2020 and the Town of Washington abolished its BOA
17 in 2015.

19 The administration is seeking to streamline the assessment process, especially given the ongoing difficulty
20 in finding qualified candidates willing to serve on the Board of Assessors. As a result, the administration
21 requests that the Council consider repealing the requirement for a Board of Assessors, and delegating the
22 assessing duties to the City's supervising assessor or contracted assessing firm employed by the City.

24 The following cities still have Boards of Assessors,

25 Nashua

26 Keene

27 Laconia

28 Concord

29 Rochester

31 The following cities do not have Boards of Assessors,

32 Manchester

33 Portsmouth

34 Claremont (abolished in 2022)

35 Dover

36 Somersworth

37 Franklin

39 **Council Comments:**

40 In response to the presentation, Mayor McNamara noted that the City has had trouble over the years
41 keeping the minimum number of people needed on the Board of Assessors.

43 Brian Ware, Board of Assessors, stated that the current process is working well, but agreed that finding
44 people to join the Board of Assessors has been difficult.

46 **ACTION:**

47 *Assistant Mayor Below MOVED, that the Lebanon City Council hereby schedules a public hearing for*
48 *Wednesday, October 2, 2024, beginning at 7:00pm in Council Chambers, City Hall, and Remote via the*
49 *City's Virtual Platform, for the purpose of receiving public input and taking action on proposed*
50 *Ordinance #2024-12, to amend City Code Chapter 31, Boards, Committees and Commissions, by deleting*
51 *and repealing Article IV, Board of Assessors.*

1 *Seconded by Councilor Hill.*

2
3 **The Vote on the Motion was approved (8-0)*

4
5 **ORDINANCE #2024-12**

6
7 ***AN ORDINANCE TO AMEND the Code of the City of Lebanon, Chapter 31, Boards, Committees and***
8 ***Commissions, by deleting and repealing Article IV, Board of Assessors.***

9
10 ***Be it ordained by the Council of the City of Lebanon as follows:***

11
12 ***Section 1.***

13 ***The Code of the City of Lebanon, Chapter 31, Boards, Committees and Commissions, is hereby***
14 ***amended by deleting and repealing Article IV, Board of Assessors.***

15
16 ***Section 2. Severability***

17 ***The provisions of this ordinance are declared to be severable, and if any section, subsection, sentence,***
18 ***clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent***
19 ***jurisdiction, such decision shall not affect the validity of any remaining sections, subsections,***
20 ***sentences, clauses or part of this ordinance.***

21
22 ***Section 3. Effective Date This ordinance shall become effective upon passage.***

23
24 **C. Pattern Zones Presentation**

25 Included in the agenda packet: **(All supportive documents and information can be found on pages**
26 **102- 144, Council agenda packet)**

27 1. Pattern Zones Project presentation dated September 9, 2024.

28
29 Nate Reichert, Director of Planning & Development, introduced this topic to the Council.

30
31 **BACKGROUND**

32 The City of Lebanon has been working with Pattern Zones Company to identify infill housing opportunities
33 in the downtowns of Lebanon and West Lebanon. The project started in January of 2023 when Lebanon
34 was awarded \$170,317.00 in an InvestNH Housing Opportunity Planning Grant. The purpose of the grant
35 program is to help municipalities create local regulations that will help increase housing supply, especially
36 affordable and workforce housing.

37
38 The consultants from Pattern Zones Company will be giving a presentation about what we have been
39 working on. We have been looking at land analysis of the two study areas, possible zoning changes, and
40 creating a catalog of permit-ready, infill housing plans that will be free for the public to use in the study
41 areas.

42 There are two main goals we want to see come from this project: 1) zoning changes to allow denser housing
43 in the study areas, and 2) the house plan catalog.

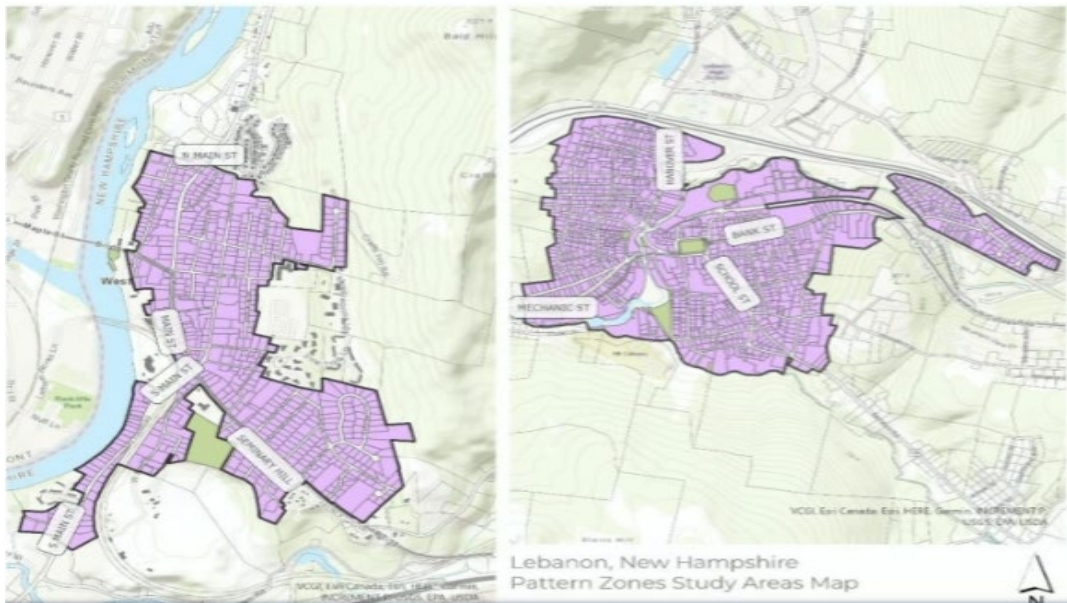
44 The Council's agenda packet contains examples of house plans that may be included in the catalog as well
45 as the Land Use and Zoning Memo.

46 Matthew Petty, Matthew Hoffman, and Lindsay Hackett, of Pattern Zones Company, made a presentation
47 to the Council as provided below:
48

Coordination

(Final) Next Steps

- 1 Plan-by-plan safety reviews
Underway and proceeding at pace
- 2 Service Agreement
Contract for platform and plan licensing
- 3 Miscellaneous items
Pre-recorded webinar, finishing touches on deliverables
- 4 Sandboxing and deployment
Minimum four week implementation and testing period



2
3
4 2 Parcels looking at permitting and conducting study areas
A FEW SAMPLES OF HOUSING IN PORTFOLIO below

The Jewel



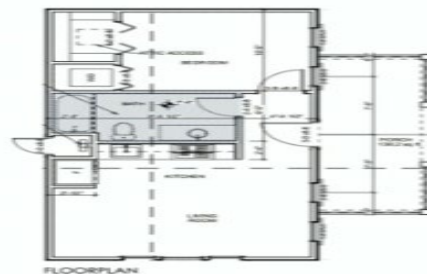
Cottage

Number of units: 1
Beds: 1 / Baths: 1

Total SF: 512
Width: 32'
Depth: 23'
Height: 1 stories

Unit Description

512 square foot cottage.



FLOORPLAN

Permit-Ready Portfolio
Pilot Program for Lebanon, NH

The Jefferson



Cottage

Number of units: 1
Beds: 2 / Baths: 1.5

Total SF: 1088
Width: 18'
Depth: 44'
Height: 2 stories

Unit Description

1088 square foot house. Living space on the first floor and bedrooms on the second floor.



Permit-Ready Portfolio Pilot Program for Lebanon, NH

The Rosie



Cottage

Number of units: 1
Beds: 2 / Baths: 2

Total SF: 1182
Width: 30'
Depth: 58'
Height: 1 stories

Unit Description

1182 square foot house with wrap around porch.



Permit-Ready Portfolio Pilot Program for Lebanon, NH

Platform

Simple and Predictable

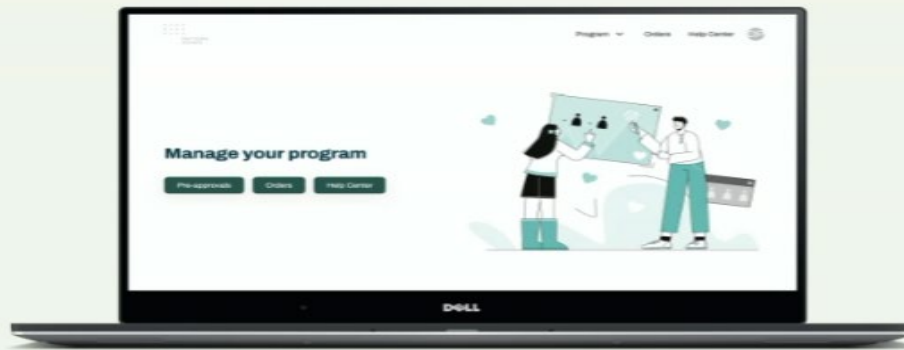
Applicants select a building and site diagram from a pre-approved list. They license and download plans and then submit a permit application.



Platform

Measure and Manage

Program managers can drill down to see all relevant data.



Process

Pattern Zones <> Permitting System

Plan release

1. Applicant identifies parcel
2. Applicant selects plan
3. Applicant orders the plan

Application

1. City accepts application
2. Applicant submits filings
3. City approves application

Annual reports

1. City shares permit list, etc
2. PZC aggregates data
3. City reports and remixes



Analysis (above) about where/where development can be done

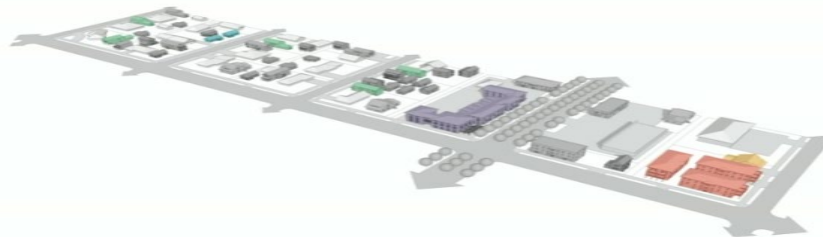
Orange – likely to be redeveloped in Lebanon

Parcels in West Leb



Incremental Development

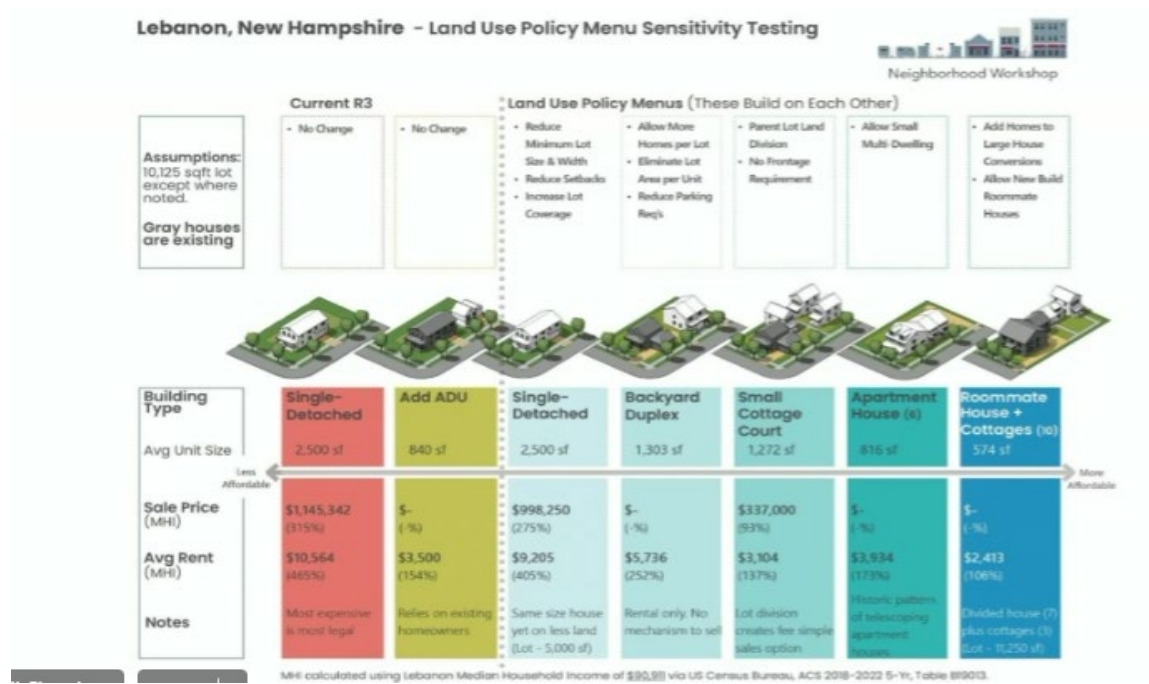
Growth with preservation and opportunity for all.



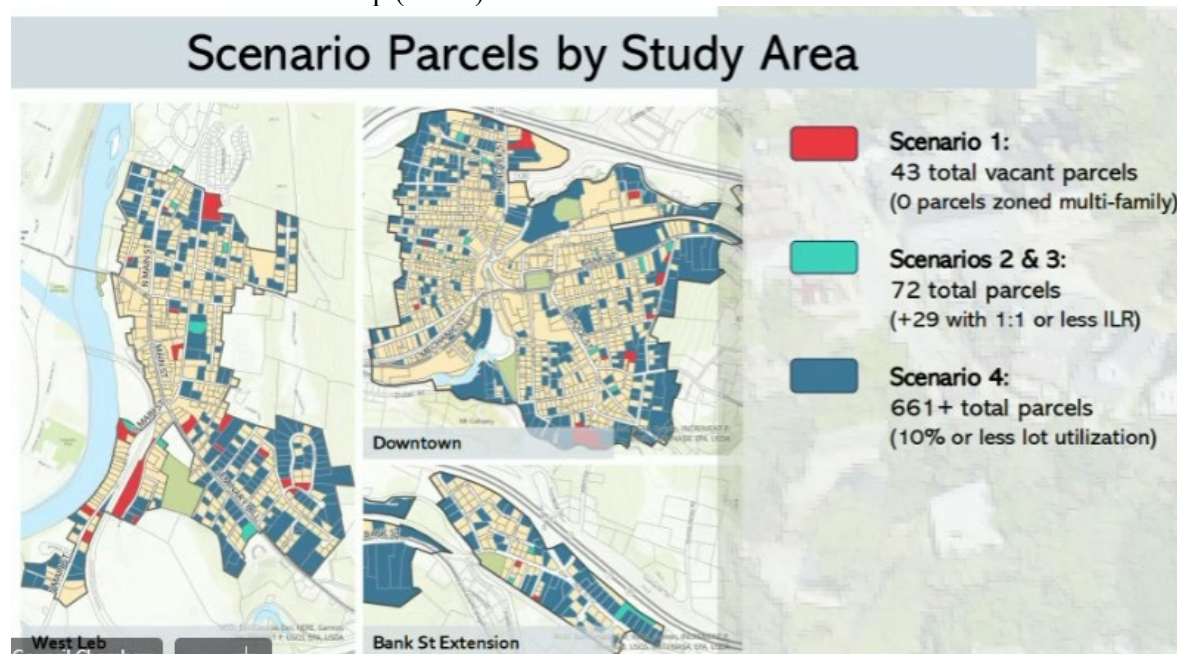
Lebanon, New Hampshire – Land Use Policy Menu Sensitivity Testing



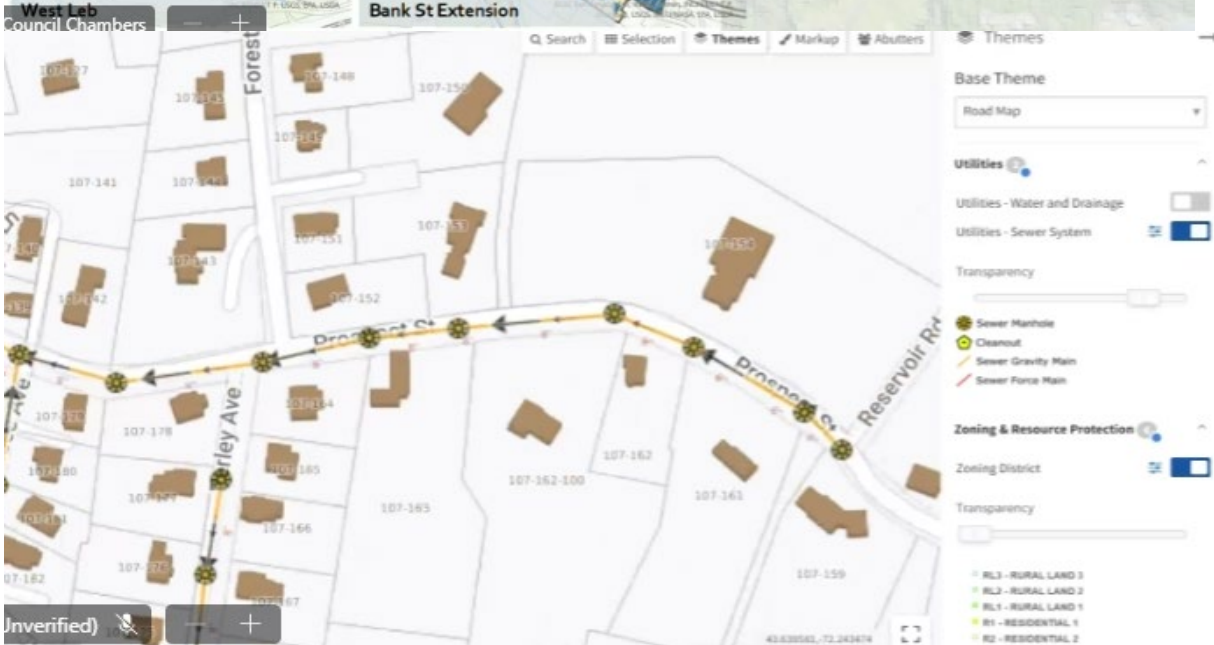
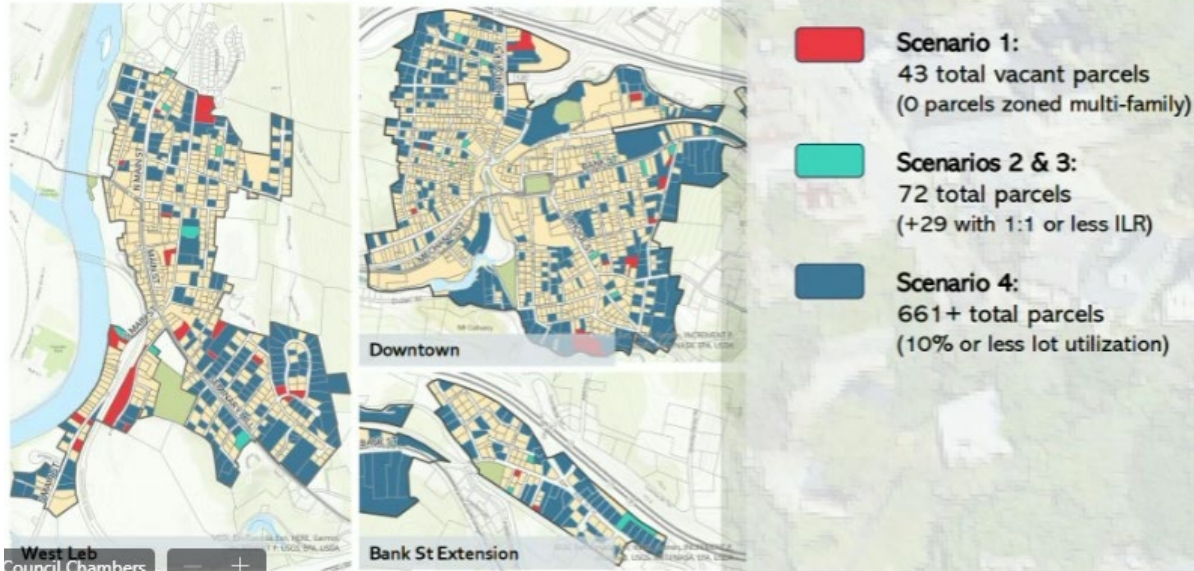
MHI calculated using Lebanon Median Household Income of \$90,881 via US Census Bureau, ACS 2018-2022 5-Yr, Table B99013.



Good news for home ownership (above)



Scenario Parcels by Study Area



Council Comments:

In response to the presentation, Councilor Liot Hill explained that the reason that the City adopted an incremental process was because in 2008, the Council attempted to complete a large scale comprehensive reform of the City's zoning, which was resoundingly defeated by the voters. One of the more recent incremental changes was to make ADUs allowable on duplexes in the City's downtown areas. The Council believes in infill development in that it is respectful of the character of neighborhoods and that it satisfies a need to increase the stock for the missing middle. It is hoped that the proposed pattern zoning will unleash the potential that the infill strategy and progressive zoning policies have been trying to achieve.

1 Assistant Mayor Below suggested that all of the proposed designs, where feasible, should have 7' deep
2 porches, as this dimension works well for gathering. He suggested additional potential parcels to be
3 included along Prospect Street.

4
5 Mayor McNamara noted that the City's current cottage project settles around 1,000 square feet, for two-
6 bedroom, single story cottages.

7
8 Barbara Hirai (Ward 1) asked for the timeframe of this project. Mayor McNamara stated that the Council
9 is hoping to have parts of this recommendation ready to roll out for the March election. Communication
10 to the public on this will be critical.

11
12 Kathie Romano (Ward 1) noted that many of the lots in Lebanon are odd-shaped. Smaller setbacks and
13 the flag lot requirements will likely need to be altered in order to make these recommendations work.

14 **ACTION:** *Presentation was for informational purposes only. No Council action was required at this*
15 *time.*

16
17 **D. Route 120 Study Presentation**
18

19 Included in the agenda packet: **(All supportive documents and information, including house plans,**
20 **market data, proposed zoning, etc. can be found on pages 145-183, Council agenda packet)**

- 21 1. DRAFT Northern Lebanon Community Plan, dated September 2024 – DRAFT, prepared by
22 VHB
23

24 Associate Planner Catheryn Hembree introduced the topic to the Council.
25

26 **BACKGROUND**

27 The Planning & Development Department has been working with a consultant team from VHB to study
28 the corridor around Route 120 from Exit 18 off I-89 to the Hanover town line. The purpose of this study
29 was to evaluate and document existing conditions within the study area and to develop a vision plan
30 establishing goals and strategies with respect to land use, housing opportunities, circulation, and natural
31 resource protection, and planning for multi-modal transportation options and public services including
32 fire, police, parks and recreation, and water and sewer.
33

34 The consultants from VHB will give a presentation at the September 18, 2024, meeting of the City
35 Council to provide an overview of the study and planning process which initially kicked off in January of
36 this year. The presentation will focus on the outcomes and strategies that were identified over the course
37 of public meetings and surveys and will conclude recommendations for zoning amendments needed to
38 implement the land use goals set forth in the study.
39

40 Tommy Boston and Luke Mitchell, VHB gave a presentation, as shown below:

Agenda

- Study Area Overview
- Existing Conditions
- Planning Context
- Community Input
- Key Findings
- Vision, Strategic Goals & Recommendations



Tommy Boston (External)

Study Area Context

- Located between I-89 Exit 18 and the Hanover Town line
- This study will help to:
 - Gain insight on the existing opportunities and constraints through public input and analysis; and
 - Recommend ways to encourage development that is sustainable and meets existing and future demand



Tommy Boston (External)

Study Area Context

- Bisected by Route 120 as the primary north-south corridor
- Dartmouth-Hitchcock Medical Center (DHMC) serves as a major employer for the region
- Two newer developments in the northern portion – Centerra and Altaria
- Hanover Street School & Lebanon High School located in the southern portion

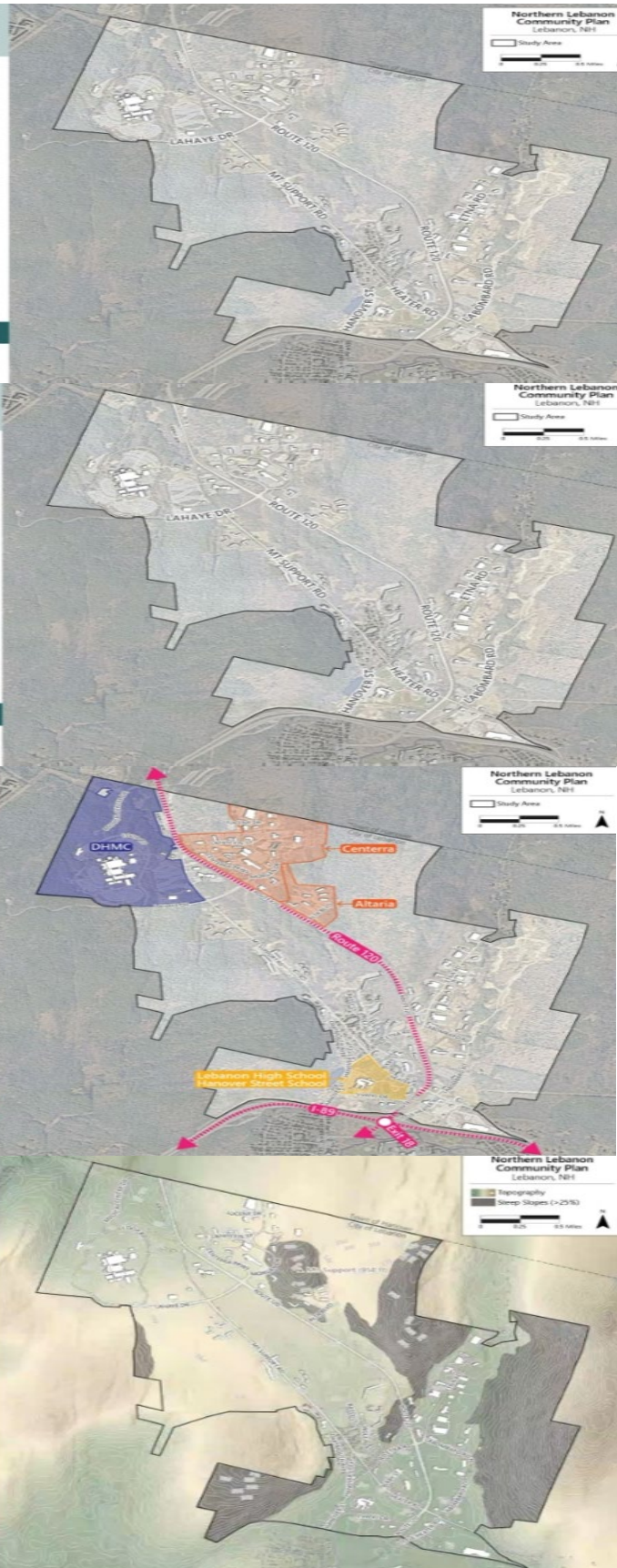


Tommy Boston (External)

Study Area Overview

Topography

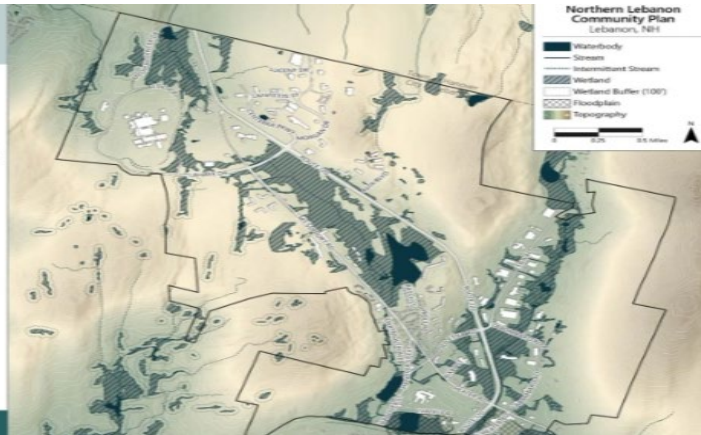
- Topography has shaped the development pattern of the Study Area
 - Majority of development has occurred in the valleys
 - Outliers are located atop relatively gently sloping hills in the northern portion
- Steep slopes are present to the north of SR120 and to the west of Mt. Support Rd
 - These slopes restrict larger developments in these areas
 - Developments tend to directly abut roadways in this area



Study Area Overview

Wetlands and Floodplains

- Majority of wetlands exist:
 - Between Route 120 and Mt Support Rd; and
 - Parallel to Etna Rd north of Route 120
- Wetlands Conservation District:
 - 100-ft buffer around the High or Very High-Value Wetlands
 - Special Exception can be requested for certain uses (buildings, structures, driveways) prop. within 100-ft buffer
- Floodplains located in the southwest corner, north of the Mascoma River and tributaries



Study Area Overview

Conservation Lands

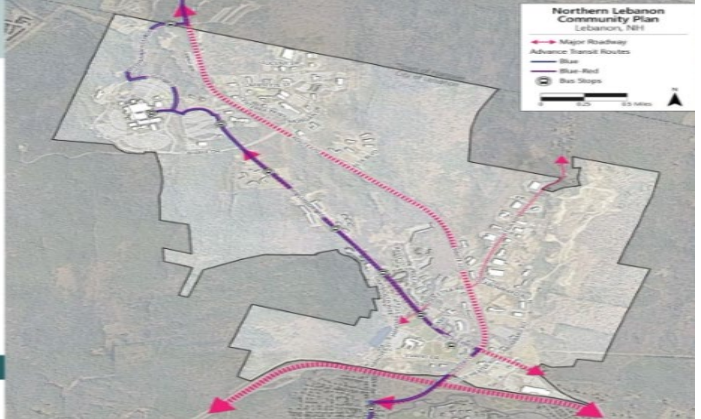
- Large swaths of land designated as conservation areas in the northern portion
- Prominence of sensitive ecological habitats throughout the area
- Wildlife corridors bisect Mt Support Rd, Route 120, and Etna Rd
- Separated multi-use path along Mt Support Rd connecting DHMC to the north to residential areas to the south



Study Area Overview

Transportation

- Primary N-S corridor is State Route 120 (SR120), connecting Hanover to the north and downtown Lebanon to the south
- Secondary N-S corridors include Mt. Support Rd, Heater St, Hanover St, & Etna Rd
- Advance Transit operates two routes that serve the corridor – the Blue and the Blue-Red



Study Area Overview

Connectivity

- Limited sidewalks throughout the Study Area
- Existing sidewalks do not provide contiguous connections
- Lack of safe crossings from either side of Route 120
- Preference currently given to automobile traffic

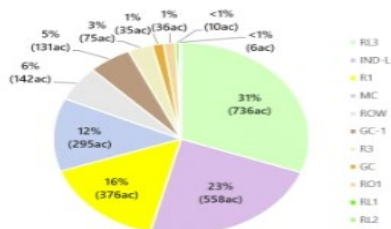


Tommy Boston (External)

Study Area Overview

Zoning

- Share of districts within the Study Area:

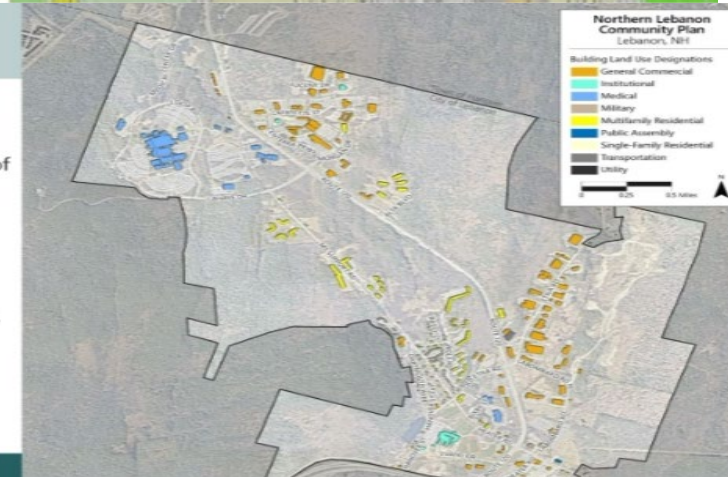
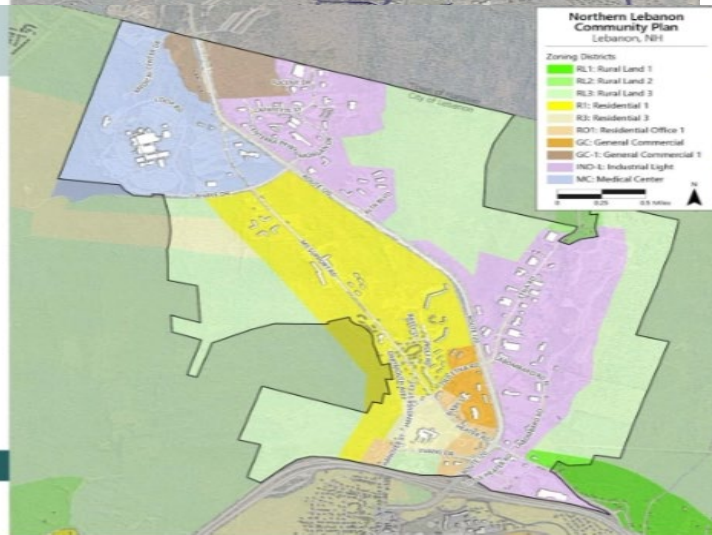


Tommy Boston (External)

Study Area Overview

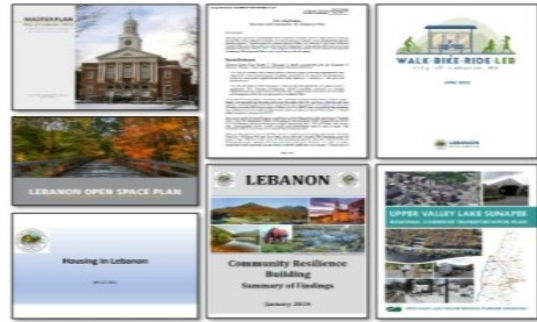
Land Use

- Single-family residences are concentrated in the southern portion of the Study Area north of the schools
- Several multifamily housing developments are located in pockets throughout the Study Area
- Retail and commercial uses are fairly concentrated in three separate clusters within the Study Area including Centerra, along Etna Road, and in the southern portion surrounding Route 120 and Heater Road



Planning Context: Building Upon Previous Efforts

- City of Lebanon Master Plan (2012)
- Lebanon Open Space Plan (2021)
- Housing in Lebanon (2021)
- City of Lebanon Housing and Community Development Plan (2022)
- Upper Valley Lake Sunapee Regional Planning Commission Regional Corridor Transportation Plan (2022)
- Walk, Bike, Ride Leb (2023)
- Lebanon Community Resilience Building (2024)



Community Input: Identifying Key Issues and Opportunities



Housing: types, location, affordability



Zoning: limited/restrictive, requires variances



Connectivity: improved ped/bike connections & safety, more transit, extension of multi-use path, better connections to downtown and across Route 120



Natural Resources: better access to open space, more trails



Tommy Boston (External)

Community Input: Developing a Consensus on Priorities

- Provide **more housing** in a cohesive, sustainable way
- Need for **better, safer pedestrian connections**
- **Rezone** existing light industrial areas to residential
- Include **higher bedroom counts** in multifamily developments
- Incorporate **climate resiliency measures** in new developments

- Preserve the **wildlife corridors**
- Preserve the historic features of the former brickyard site, **connect it to the schools, and incorporate community use and retail / commercial**
- Preserve and **expand existing quality of life values such as green space**
- New developments should be a **combination of mixed-uses and adaptive reuse**
- Establish **housing partnership with DHMC**



Key Findings: Balancing Analysis with Community Input

- › Concerns over pedestrian and bicyclist safety, combined with the lack of contiguous sidewalks and the existing multi-use path, result in unsafe and fragmented non-vehicular circulation patterns within the Study Area.
- › Recent developments occur in isolation from one another and lack interconnectivity, resulting in a built environment that can be cumbersome to navigate.
- › The rise of multifamily developments within the Study Area have sparked concerns over the preservation and protection of wetlands, the wildlife corridors, and protected open space assets such as conservation lands and sensitive ecological habitats.
- › The Study Area lacks a sense of place and would likely benefit from additional community amenities, neighborhood-serving retail, and a neighborhood branding campaign.
- › Limited housing options within the Study Area have led to either employee turnover or long commute times at several large employers within the Study Area, indicating the need for additional, locally concentrated housing opportunities of varying types.

Strategic Goal 1.

Preserve and enhance the Study Area's existing natural character by protecting existing conservation areas, wildlife corridors, and ecosystems, while providing additional recreational opportunities and enhanced connections to existing natural assets for residents, visitors, and employees that frequent the Study Area.



Strategic Goal 1. Recommendations (cont'd)

- **Recommendation 1.5.** Install signed and directional trailheads throughout the Study Area to promote the use of the extensive network of trails through existing conservation lands in and around the Study Area.
- **Recommendation 1.6.** Mandate a percentage of new developments require dedicated public open space in the form of a landscaped plaza, pocket park, or a community garden.
- **Recommendation 1.7.** Approach DHMC regarding their three parcel assemblage north of Lahaye Drive (Parcel IDs 10-23, 10-24-200, and 10-25 for a total of approximately 9 acres) to gauge their willingness to dedicate the land to the City for the purposes of creating a community park inclusive of amenities and programming of appropriate scale and size to reflect the land's existing natural features.
- **Recommendation 1.8.** Require that any future development within 250-feet of wetlands include a certain percentage of total site land cover as permeable surfaces.
- **Recommendation 1.9.** Expand the coverage area of the Steep Slopes District to cover the entirety of the Study Area where slopes greater than or equal to 25-percent are located in order to preserve the natural character of neighboring conservation lands, ridgelines, and rock formations. Consider special exceptions upon review and approval by the Conservation Commission.

Strategic Goal 2.

Identify and prioritize the completion or enhancement of missing, incomplete, or unsafe pedestrian, bicycle, and multimodal connections to facilitate improved local and regional connectivity between existing neighborhoods, community amenities and facilities, and job centers.



Strategic Goal 2. Recommendations

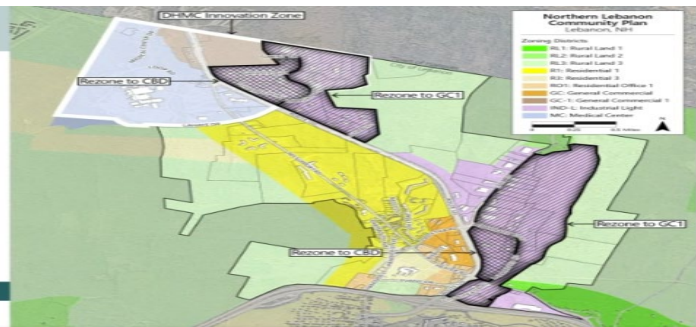
- **Recommendation 2.1.** Identify gaps in sidewalk connectivity and portions in need of repair or expansion and construct adequately sized sidewalks and associated infrastructure to accommodate the safe passage of pedestrians and wheelchair users along and across Route 120 between its intersections with Evans Drive, Heater Road, and Old Etna Road, and Lahaye Drive and Centerra Parkway.
- **Recommendation 2.2.** Apply for the Fiscal Year 2025 Recreational Trails Program grant round through the New Hampshire Division of Parks and Recreation's Bureau of Trails to extend the multi-use path on Mt. Support Road south to the Hanover Street pedestrian bridge.
- **Recommendation 2.3.** Coordinate with the Town of Hanover and DHMC to leverage private funding from DHMC to extend the Mt. Support Road multi-use trail north through DHMC's campus, tying into Medical Center Drive north of the campus before connecting across the town line with Hanover.
- **Recommendation 2.4.** Enhance the existing pedestrian bridge over I-89 through the addition of wayfinding signage throughout the southern portion of the Study Area inviting users to the bridge, remove overgrown plant species, install native landscaping, and commission a public art installation from a local artist to showcase the bridge.

Strategic Goal 2. Recommendations (cont'd)

- **Recommendation 2.5.** Commission a branding, signage, and wayfinding study to identify locations for pedestrian, bicycle, and vehicular wayfinding signage north of Exit 18.
- **Recommendation 2.6.** Prioritize pedestrian and streetscape improvements around the Hanover Street School and Lebanon High School in Lebanon's Capital Plan.
- **Recommendation 2.7.** Coordinate with Advance Transit to identify additional routing options or bus stops for the Blue and Blue-Red lines based on existing demand and areas of projected future development.
- **Recommendation 2.8.** Coordinate with the New Hampshire Department of Transportation (NHDOT) on their Lebanon 29612 project that is currently evaluating alternatives for Route 120 from the Hanover Street intersection through Exit 18 and north to Etna Road. Any zoning changes as a result of the Northern Lebanon Community Plan should be shared with NHDOT's District 2's Bureau of Traffic.

Strategic Goal 3.

Propose changes to the existing Zoning Ordinance and Map to allow for by right mixed-use development and a range of housing choices to support the diverse needs of the community and its current and future residents.



Strategic Goal 3. Recommendations

- > **Recommendation 3.1.** Rezone the following existing INDL districts:
 - o South of Heater Road, north and east of Labombard Road, and east of Etna Road; and
 - o North of Lafayette Street and south and west of Morgan Driveto General Commercial One District (GC1) to allow for multifamily dwelling units by-right in close proximity to larger employers, community assets, and existing transportation infrastructure.
- > **Recommendation 3.2.** Rezone the following existing INDL districts:
 - o East of Route 120 in Centerra to the southern edge of Lafayette Street and northern and western edge of Morgan Drive; and
 - o East of Route 120, south of Etna Road and west of Labombard Roadto Central Business District (CBD) to allow for the construction of dwellings above first floor retail/commercial and multifamily dwellings by-right to begin to develop a new mixed-use neighborhood to anchor the northern end of the Study Area, and to create a critical mass of new development in the southern portion of the Study Area northeast of Exit 18 that has already experienced significant redevelopment.

Strategic Goal 3. Recommendations (cont'd)

- > **Recommendation 3.3.** Amend the permitted uses in the General Commercial One District (GC-1) to include retail stores and restaurants.
- > **Recommendation 3.4.** Upon the completion of the City's public residential single and multi-family construction projects on City-owned land at Barrows Street, Hanover Street Extension, Seminary Hill, and South Main Street, consider using these projects as a model to guide future development in the Study Area by providing a mix of housing types in future private development, including cottage courts, smaller single-family homes, townhomes, duplexes, and triplexes. This could include updating the Residential 1 (R1) district to include these housing types under permitted uses, and amending minimum lot size and dimensional requirements in R1 to encourage these housing types.
- > **Recommendation 3.5.** Require all new developments to install sidewalks, designated bicycle parking, and make streetscape improvements that extend and connect to the next nearest existing sidewalk.

Recommendation 3.6. As recommended in the Lebanon Open Space Plan (2021), consider implementing the following measures:

- o Develop and incorporate a maximum lot coverage limitation to ensure that a portion of all lots remains as greenspace;
- o Develop maximum parking requirements and allow for reductions in parking provided on site, in addition to encouraging adjoining properties to share parking to reduce the creation of new or expanded impervious surfaces; and
- o Conduct a feasibility assessment of increasing the maximum height of buildings within the GC-1 and CBD district to help reduce the overall footprint of development projects.

Recommendation 3.7. Facilitate a partnership between the City of Lebanon, Twin Pines Housing, the Lebanon Housing Authority, and DHMC to leverage funding resources, existing housing subsidies for DHMC employees, and DHMC's relocation office to assist in the creation and preservation of affordable housing units.

Strategic Goal 3. Recommendations (cont'd)

- > **Recommendation 3.8.** Designate DHMC and the portion of Centerra north of Morgan Drive as an "Innovation Zone" and leverage the resources of Lebanon's Economic Development Commission, the New Hampshire Division of Economic Development, the Upper Valley Business Alliance, and DHMC to promote the area and attract startups and develop an incubator space in vacant structures, with an emphasis on companies that can benefit from the existing synergies and research occurring at DHMC.
- > **Recommendation 3.9.** Given NHDOT's existing moratorium on new curb cuts along Route 120, north of I-89's Exit 18, require all new developments on the eastern portion of Route 120 to provide adequate internal road network connections to existing developments to facilitate improved circulation amongst existing and future developments.

Council Comments:

Mayor McNamara stated that it will be important to determine what can be done to make this a more balanced and vibrant neighborhood.

1
2 Assistant Mayor Below asked if the plan considers some of the improvements proposed and in progress at
3 the intersection of Mount Support and Route 120/Lahaye Drive. Mr. Tommy Boston stated that these
4 have been incorporated into the plan and the recommendations will be updated to reflect these
5 improvements.

6
7 Mr. Nathan Reichert stated that there are a lot of action items and potential zoning reforms that Staff will
8 continue to work through as part of this study.

9
10 ***ACTION: This presentation was for informational purposes only. No Council action was required at***
11 ***this time***

12
13 **E. Discussion regarding Revisions to Council Policy CC-105, Community Revitalization Tax**
14 **Relief Incentive Program (79-E) Guidelines**

15
16 Included in the agenda packet: **(All supportive documents and information can be found on pages**
17 **184-192, Council agenda packet)**

- 18 1. Council Policy CC-105 – Community Revitalization Tax Relief Incentive Program, redline with
19 proposed amendments

20
21 Deputy City Manager David Brooks reviewed the proposed revisions with the Council.

22
23 **BACKGROUND**

24 On August 4, 2021, the City Council adopted Council Policy CC-105, Community Revitalization Tax Relief
25 Incentive Program Guidelines, to document the guidelines the Council would utilize when considering
26 applications for the Community Revitalization Tax Relief Incentive (NH RSA 79-E) Program. The
27 guidelines are meant to ensure consistent and fair administration of the program, and also to assist potential
28 applicants as they prepare applications for the tax relief incentive program.

29
30 Prior to adopting the CC-105 policy, the City Council reviewed and approved 79-E tax relief for substantial
31 rehabilitation projects on four different properties in downtown Lebanon and West Lebanon. Since adopting
32 the policy, the City Council has reviewed and approved two additional requests for 79-E tax relief.

33
34 One of the significant purposes of the 79-E program is to encourage the rehabilitation and active use of
35 under-utilized structures in downtowns and town centers. The program is intended to assist property owners
36 by providing a subsidy in the form of short-term, limited property tax relief to enable substantial
37 rehabilitation of qualifying structures that would provide one or more documented public benefits. If
38 approved for tax relief, applicants are required to record a Declaration of Covenant to protect the public
39 benefit(s) and to ensure the structure is used and maintained as proposed for up to twice the duration of the
40 tax relief granted.

41 The City Manager has drafted recommended amendments to the existing Council Policy to further clarify
42 the purposes of the program and to expand on the procedures for considering requests for tax relief. In
43 particular, the proposed amendments would provide more detail about program eligibility and property
44 owner obligations if tax relief is approved by the City Council.

45 In addition, to better ensure that the incentive program is used to enable projects providing public benefits
46 that might not otherwise be financially viable, the City Manager recommends that the Council Policy should
47 be amended to require applicants to demonstrate the financial need of the project for the tax relief.
48 Specifically, applicants would be required to provide detailed information about the financing for their
49 project, including a project budget and a financial pro forma. Property owners would also be required to

document actual costs and revenues at the completion of the project, and to provide annual expense and revenue data to continue receiving the tax exemption.

Council Comments:

Assistant Mayor Below noted that there is no explicit statement as to whether the financial pro forma for the project would be treated as competitively sensitive commercial information, subject to non-disclosure under the Right to Know Law. He asked if this was discussed with other communities. City Manager Mulholland stated that this was not a topic of conversation but could be brought up with Town Counsel.

Councilor Wilkie asked about Section 5.3.2., which provides additional years of tax relief for housing and affordable housing, and whether the four and the two years run concurrently or consecutively. Also, under Section 5.5.3.B, the language notes that the tax assessment relief shall run with the land. However, there is no language that explicitly states that the property owner obligations also run with the relief. This could be made clearer.

ACTION:

Councilor Wilkie MOVED, that the Lebanon City Council hereby adopts the amended Council Policy CC- 105, Community Revitalization Tax Relief Incentive Program, as presented in the September 18, 2024, City Council Agenda packet, to be effective upon passage.

Seconded by Councilor Heistad.

**The Vote on the Motion was approved (8-0)*

- F.** Mayor's discussion of potential Sachem Village-Dartmouth Hitchcock Connector project – **This item was not discussed at this time.**

11. CITY MANAGER REPORT:

Councilor Simon stated that the Council previously heard a presentation regarding dog waste and other materials being left behind in the cemetery or lands and properties adjacent to the cemetery. The Cemetery Board of Trustees has not yet been successful in meeting to discuss this topic. Thus, he suggested that the Manager, through his authority, implement a pilot program or study of this issue utilizing the West Lebanon Cemetery and the School Street Cemetery. The pilot program could include placing a couple of waste receptacles at these locations for the remainder of the year and allowing Staff to gauge how this is going. City Manager Mulholland supported the pilot program.

City Manager Mulholland updated the Council on the following:

- Tunnel Artwork
- Elm Street truck traffic issue
- ICMA Conference in Pittsburg
- Church Street layout
- 2025 Budget Process
- Westboro Yard
- Pilot landfill project with two Dartmouth students
- 20 Spencer Street update given by Deputy City Manager Brooks
- Letter of support for housing opportunity planning grant given by Deputy City Manager Brooks

12. COUNCIL REPRESENTATIVES TO OTHER BODIES: NONE

13. FUTURE AGENDA ITEMS: NONE

1 **14. NON-PUBLIC SESSION:**

- 2 A. RSA 91-A:3, II(d) - Consideration of the acquisition, sale, or lease of real or personal property
3 which, if discussed in public, would likely benefit a party or parties whose interests are averse
4 to those of the general community.
5

6 **ACTION:**

7 *Councilor Wilkie MOVED that the City Council extend the meeting to 10:10PM.*

8 *Seconded by Councilor Simon.*

9 **The Vote on the MOTION was approved (8-0)*
10

11 *Councilor Wilkie MOVED that the City Council enter into Non-Public Session for the purpose of*
12 *discussing: RSA 91-A:3, II(d) - Consideration of the acquisition, sale, or lease of real or personal*
13 *property which, if discussed in public, would likely benefit a party or parties whose interests are averse*
14 *to those of the general community.*

15 *Seconded by Councilor Sykes.*
16

17 **Roll Call Vote:**

18 *Assistant Mayor Below, and Councilors Heistad, Simon, Liot Hill, Sykes, Wilkie, Zook and*
19 *Mayor McNamara all voting Yea.*

20 *None voted Nay.*
21

22 **The Vote on the MOTION was approved (8-0)*
23

24 **The Council went into Non-Public Session at 9:48PM.**
25

26 *Councilor Wilkie MOVED that the City Council come out of Non-Public Session at 9:54PM.*

27 *Seconded by Councilor Sykes.*
28

29 **Roll Call Vote:**

30 *Assistant Mayor Below, and Councilors Heistad, Simon, Liot Hill, Sykes, Wilkie, Zook and*
31 *Mayor McNamara all voting Yea.*

32 *None voted Nay.*
33

34 **The Vote on the MOTION was approved (8-0)*
35

36 **The Council came out of Non-Public Session at 9:54 PM**
37

38 **Council was now back in Regular Session and took the following Action:**
39

40 **15. ADJOURNMENT:**
41

42 *Councilor Wilkie MOVED for adjournment.*

43 *Seconded by Councilor Simon.*
44

45 **The Vote on the MOTION was approved (8-0)*
46

47 **The meeting was adjourned at 9:55PM**
48

49 Respectfully submitted,
50 Kristan Patenaude

1 Recording Secretary

Agenda
Lebanon City Council
October 2, 2024

7. Appointments:

Appointments

Board/Committee Appointments as presented by City Clerk/Tax Collector Jaseya Ewing

- Economic Development Commission, Benjamin Carter (Citizen Representative)
- Planning Board, Eric Stacy (Alternate Member)

Included in this Section:

1. Memo from City Clerk/Tax Collector Jaseya Ewing dated October 2, 2024.



Office of the City Clerk & Tax Collector
51 N. Park Street
Lebanon, NH 03766

MEMORANDUM

DATE: October 2, 2024
TO: The Honorable Mayor & City Council
FROM: Jaseya Ewing, City Clerk & Tax Collector
RE: **Appointments Proposed for Council Discussion/Action:**

If the Council wishes to proceed with action on the appointments below, a nomination should be made and voted on for each appointment.

Note: nominations do not need to be seconded.

Economic Development Commission

- **Benjamin Carter** – Appointment as a Citizen representative.
- Term: 10/2024-10/2026

Interviewed by: Doug Whittlesey

Planning Board

- **Eric Stacy** – Appointment as an alternate member for a three-year term.
- Term: 10/2024-10/2027

Recommended by: Shaun Mulholland

From: [Kara Tracy](#)
To: [Kara Tracy](#)
Subject: FW: [EXTERNAL] Online Form Submission #10510 for Board Member Application
Date: Monday, July 1, 2024 7:50:46 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Board Member Application

Application Process

After submitting this application, you will be contacted and interviewed by one of our City Councilors. Your application will then go before the full Council at one of their regular meetings for consideration of appointment. If you have questions, please contact the City Clerk's Office at 603-448-3054 or cityclerk@lebanonnh.gov.

Basic Requirements

- *Lebanon/West Lebanon resident (except for those boards whose membership makeup includes non-resident)*
- *Willingness to learn*
- *Commitment to attend meetings*
- *Treat people fairly*
- *Consider the best interest of the community as a whole when making decisions*
- *Must have attended one meeting of the board that you wish to apply to within the last six months to observe the process and function of the board.*

(Section Break)

First Name	Benjamin
------------	----------

Last Name	Carter
-----------	--------

Physical Address	
------------------	--

City	
------	--

State	
-------	--

Zip Code	
----------	--

Is this your mailing address?	Yes
Home Phone Number	[REDACTED]
Work Number	<i>Field not completed.</i>
Email Address	[REDACTED]
How long have you resided in Lebanon?	Upper Valley for two years, Lebanon for 1 Month. I have worked in Lebanon for two years at DHMC as a health and social policy researcher while my son has attended daycare on Mechanic Street, Lebanon. Although I have lived in Lyme until recently, I feel deeply connected to the Lebanon community as most of my weekdays and weekends are spent here. Now that I've relocated to live on Mechanic Street, I think it's time I lend a hand to help the community flourish.
(Section Break)	
Is this an application for re-appointment?	This application is not for re-appointment.
For which board, committee, or commission are you applying?	Economic Development Commission
Other Committee	<i>Field not completed.</i>
Why would you like to serve?	My primary goal is to serve the people of Lebanon and West Leb by promoting a healthy economy where citizens and businesses can thrive. I have a PhD in Political Science and a MA in Public Policy and I am currently working as a researcher in Dartmouth's Rockefeller Center for Public Policy. I am deeply interested in learning how my local government functions, and I would love the opportunity to serve my community and to learn from the experience and wisdom of the current council members.
State a few of what you feel your qualifications are or why you wish to be appointed to this board / committee.	I feel qualified to serve as a citizen representative because I have a passion for good government at all levels and a love for the city of Lebanon. Further, I have the following experience, expertise, and training: - 6 month Internship with New York Senator Kirsten Gillibrand - Senator in Stony Brook University's Graduate Student Government (1 year appointment) - Health Policy Research Scholar with the Robert Wood Johnson Foundation (4 year fellowship) - MA in Public Policy (Stony Brook University, New York); Focus: Healthcare Economics

- PhD in Political Science (Stony Brook University, New York);
Focus: Public Opinion and Political Economy
- Postdoctoral Fellowship (The Dartmouth Institute for Health
Policy and Clinical Practice, 2 year appointment)
- Postdoctoral Fellowship (The Rockefeller Center for Public
Policy; Current appointment until at least 2026)

Certification

I hereby certify that I meet the basic requirements for applying to
a Lebanon board / committee.

Email not displaying correctly? [View it in your browser.](#)

Councilor Interview Report Form

Councilor Name: Doug Whittlesey

Date of Interview: 9/17/2024

Applicant Name: Benjamin Carter

Board(s) to Which Applied: EDC

☒ Regular Seat ☐ Alternate Seat

Has Applicant Attended Meeting of Board to Which Applying? ☐ Yes ☒ No

(If yes, indicate date of meeting.) Date: _____

Recommend Appointment: ☒ Yes ☐ No

☒ Regular Seat ☐ Alternate Seat

General Comments: Ben is interested in being more involved in the City of Lebanon. His research is focused on this area, he likes to dig in and learn about the issues, and wants to help promote the economic prosperity and stability in the City.

(PLEASE NOTE: THIS FORM WILL BE INCLUDED IN THE AGENDA MATERIALS WHEN APPLICANT IS SCHEDULED TO APPEAR BEFORE THE CITY COUNCIL.)

Standard Questions for All Applicants:

1) What do you believe is the purpose of this Board/Committee?

To respond to the needs of the City and public specific to small businesses and the local economy.

2) Are you familiar with the meeting dates and time commitments of this Board/Committee?
Would you be available for additional meetings, site visits, or other official events when necessary?

Yes

3) Do you have any previous experience working with this type of Board/Committee, or in a related field, in this community or any other community?

His research has focused on public policy and the economy, significant academic experience

4) Do you have any interest in attending educational presentations and seminars in order to further educate yourself relative to the work of this Board/Committee?

Yes

5) Do you anticipate that you would have to recuse yourself from more than an occasional meeting due to a conflict of interest (perceived or real) relating to your past or present employment, organizational membership, real estate holdings, family ties, or other reasons?

No

6) What do you think are the key challenges for this Board/Committee?

Addressing the economic needs of the City, community, and local business; ensuring a supportive economic climate where possible

7) What would you like to see this Board/Committee accomplish in the next year?

Love to see the board promoting prosperity and economic stability in the community

From: [Kara Tracy](#)
To: [Kara Tracy](#)
Subject: FW: Planning Board Application
Date: Tuesday, October 1, 2024 4:53:57 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Board Member Application

Application Process

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Basic Requirements

- *Lebanon/West Lebanon resident (except for those boards whose membership makeup includes non-resident)*
- *Willingness to learn*
- *Commitment to attend meetings*
- *Treat people fairly*
- *Consider the best interest of the community as a whole when making decisions*
- *Must have attended one meeting of the board that you wish to apply to within the last six months to observe the process and function of the board.*

(Section Break)

First Name	Eric
------------	------

Last Name	Stacy
-----------	-------

Physical Address	██████████
------------------	------------

City	██████████
------	------------

State	██
-------	----

Zip Code	██████
----------	--------

Is this your mailing address?	Yes
Home Phone Number	[REDACTED]
Work Number	[REDACTED]
Email Address	[REDACTED]
How long have you resided in Lebanon?	19 months
(Section Break)	
Is this an application for re-appointment?	This application is not for re-appointment.
For which board, committee, or commission are you applying?	Planning Board
Other Committee	<i>Field not completed.</i>
Why would you like to serve?	My wife, two boys, and I relocated to Lebanon in January 2023 where we intend to become part of the community and reside permanently. To accomplish this, we sold our business and have reinvested all of proceeds into the Upper Valley, which includes seven residential properties in Lebanon. Essentially, we're all in, and I believe my previous experiences and middle-of-the-road attitude would be of benefit to the City's progress.
State a few of what you feel your qualifications are or why you wish to be appointed to this board / committee.	I have a degree in Computer Science from Harvard University and spent my corporate career writing mortgage lending, secondary marketing, portfolio management, and various other housing industry related software packages. Subsequently, I was a landlord in Dallas with a portfolio of approximately 50 units, after which I relocated to NW Arkansas for 25 years where I designed, built, and operated a high-end, lakeside resort. I have wide-ranging, practical experience with design, construction, renovation, housing market analysis, cash flow modelling, finance, surveys, and multi-year projects. Having always left a community in better shape than when I arrived, including housing and job-formation, I look forward to being part of Lebanon's future and should have a good 15 years left in me-- knock on wood.
Certification	I hereby certify that I meet the basic requirements for applying to a Lebanon board / committee.

Agenda

Lebanon City Council

October 2, 2024

8. Public Hearing Items:

8.A – Ordinance #2024-12: Amend City Code Chapter 31, Board, Committees and Commissions, by Deleting and Repealing Article IV, Board of Assessors

A public hearing for the purpose of receiving public input and taking action on proposed Ordinance #2024-12 to amend City Code Chapter 31, Boards, Committees and Commissions, by deleting and repealing Article IV, Board of Assessors

The City Council scheduled this public hearing at its September 18, 2024 regular meeting. The public hearing was properly noticed in the *Valley News* on September 21, 2024 in accordance with City Code and State Law.

Background

NH RSA 48:12-13, *et. seq.*, passed in 1846 and last revised in 1855, set forth a community's choice of assessors and the duties of such assessors, constituted as a Board of Assessors (BOA). During that century and into the 1900s, the members of the BOA actually conducted assessments of the value of properties and prepared the grand list to issue the annual tax warrant. This work is now done by professional, certified assessors based on standards created by the NH Assessing Standards Board.

On January 6, 1988, in accordance with NH RSA 48:12, the City established a Board of Assessors with the authority to perform all duties related to inventory taking, property appraisal for taxation, tax assessment, and abatement, as well as issuing warrants for tax collection. This Board assumed all the powers and responsibilities typically held by Selectmen and Assessors in towns, as required by law. The Board was also responsible for establishing rules and procedures governing its operation.

The Lebanon Board of Assessors is composed of five members appointed by the City Manager (per City Charter C419:32 and NH RSA 48:12). Each member is required to be a resident of the City of Lebanon, and to remain a resident throughout the duration of their term. However, for at least the last three years, the Board has operated with the minimum number of members required for a quorum (three votes are necessary).

NH RSA 48:12 provides enabling statutory provisions for cities to have Boards of Assessors, however, they are not required. There are similar statutory provisions for towns. It appears that the Towns of New Ipswich and Wakefield may be the only towns that still have Boards of Assessors. The last BOA meeting in the Town of Littleton appears to have occurred in 2020 and the Town of Washington abolished its BOA in 2015.

The administration is seeking to streamline the assessment process, especially given the ongoing difficulty in finding qualified candidates willing to serve on the Board of Assessors. As a result, the administration requests that the Council consider repealing the requirement for a Board of Assessors, and delegating the assessing duties to the City's supervising assessor or contracted assessing firm employed by the City.

The following cities still have Boards of Assessors:

Nashua
Keene
Laconia
Concord
Rochester

The following cities do not have Boards of Assessors:

Manchester
Portsmouth
Claremont (abolished in 2022)
Dover
Somersworth
Franklin

Action:

If the Council decides to move forward, the following motion is offered for consideration:

MOVED, that the Lebanon City Council hereby adopts Ordinance #2024-12 to amend City Code Chapter 31, Boards, Committees and Commissions, by deleting and repealing Article IV, Board of Assessors, as presented in the October 2, 2024 City Council agenda packet. This Ordinance shall become effective upon passage.

Included in this Section:

1. Proposed Ordinance #2024-12
2. City Code Chapter 31, Article IV, Board of Assessors
3. Excerpt of NH RSAs related to Assessors
4. Legal Opinion from Attorney Christine Johnston, dated September 9, 2024
5. Notice of Public Hearing as published in the September 21, 2024 Edition of the *Valley News*

CITY OF LEBANON
ORDINANCE #2024-12

AN ORDINANCE TO AMEND the Code of the City of Lebanon, Chapter 31, Boards, Committees and Commissions, by deleting and repealing Article IV, Board of Assessors.

Be it ordained by the Council of the City of Lebanon as follows:

Section 1.

The Code of the City of Lebanon, Chapter 31, Boards, Committees and Commissions, is hereby amended by deleting and repealing Article IV, Board of Assessors.

Section 2. Severability

The provisions of this ordinance are declared to be severable, and if any section, subsection, sentence, clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any remaining sections, subsections, sentences, clauses or part of this ordinance.

Section 3. Effective Date

This ordinance shall become effective upon passage.

ARTICLE IV
Board of Assessors
[Adopted by Ord. No. 54; effective 1-6-1988]

§ 31-11. Declaration of policy. [Amended 9-20-2000 by Ord. No. 70; effective 9-25-2000]

A Board of Assessors is hereby established by the City Council of the City of Lebanon as provided for by RSA 48:12 with regard to number, method of choice and terms of office and in accordance with City Charter § C419:32.

§ 31-12. Members and appointment.

There shall be a Board of Assessors consisting of five members who shall be appointed by the Manager (Charter § C419:32 and RSA 48:12). Each member of the Board shall be a resident of the City of Lebanon in order to be appointed and shall continue to be a resident.

§ 31-13. Terms of office.

The term of a member of the Board of Assessors shall be five years. The initial terms of members first appointed shall be staggered so that no more than two appointments occur annually except when required to fill vacancies.

§ 31-14. Duties.

The Assessors so appointed shall constitute a Board of Assessors for the City of Lebanon who shall perform all the duties relative to taking the inventory and the appraisal of property for taxation, and in regard to the assessment and abatement of taxes, and issuing warrants for collection of the same, as are now or may hereafter be required by law of Selectmen and Assessors of towns; and shall have all the powers and be subject to the same liabilities, in regard to those duties, which Selectmen and Assessors in towns now or hereafter may have, or may be subject to, in regard to the same. The Board shall establish rules and procedures governing its operation.

§ 31-15. Alternate members.

In the event of any disqualification of members so that there is not a quorum of three authorized to act, then the Manager shall appoint one or more alternate members to serve for such period of time as the Manager shall prescribe in the original appointment.

§ 31-16. Organization.

The Board of Assessors shall elect its Chair and may create other offices as the Board deems necessary. The term of every officer and Chair so elected shall be one year. Both the Chair and other officers shall be eligible for reelection.

§ 31-17. Quorum and votes necessary for action.

Meetings of the Board of Assessors shall be held at the call of the Chair and at such other times as the Board may determine. A majority of the Board, namely three, shall constitute the quorum necessary in order to transact business at any meeting. The Board of Assessors shall hold its

meetings and maintain its records in accordance with RSA 91-A. The concurring vote of three members of the Board shall be necessary to take any action.

§ 31-18. Vacancies.

Vacancies in the membership of the Board occurring other than through the expiration of a term of office shall be filled by the Manager by the appointment of a member for the unexpired term.

§ 31-19. Notification as to assessments and abatements.

- A. Whenever the Board determines the assessment of property for the first time, notice of the assessment shall be mailed to the owner of the property. Whenever the Board changes an assessment, notice of the change shall be sent to the owner of the property. In cases of an abatement, the Board shall notify the owner in writing as to its reasons for granting or denying an abatement. All such notices shall be signed by at least three members of the Board and sent to the owner of the property within 30 days of the Board's decision.
- B. The notices required herein with regard to assessments shall not affect in any way the rights and duties of the Board of Assessors or the property owners with regard to the abatement of taxes which is exclusively governed and determined by state statute.

§ 31-20. Assessors employed by the city.

The city may employ from time to time one or more assessors as either employees of the city or for contracted services. Such employees or contractors shall perform the jobs and duties as required by the Manager, including but not limited to advising and recommending to the Board of Assessors with regard to the assessment and/or abatement of taxes. Such advice and/or recommendations shall be solely for the use of the Board of Assessors who are charged by law with determining assessments and granting or denying abatements.

§ 31-21. Tax records.

The Board of Assessors and the assessors employed by the city, including contracted personnel, shall keep such tax records as required by state laws and regulations and in conformity with directions from the Manager.

Assessors

Section 48:12

48:12 Choice. — So many assessors may be chosen in each ward as may be prescribed by law or ordinance; or so many assessors may be chosen, in such manner and for such terms, as may be prescribed by law, or as the city councils may by ordinance provide, who shall hold their offices for the terms therein limited.

Source. 1846, 384:25. 1855, 1699:22. GS 43:9. GL 47:9. PS 49:10. PL 53:11. RL 65:11.

Section 48:13

48:13 Duties. — The assessors, however elected, shall constitute a board of assessors for the city, who shall perform all the duties relative to taking the inventory and the appraisal of property for taxation, and in regard to the assessment and abatement of taxes and issuing warrants for the collection of the same, as are now or may hereafter be required by law of selectmen and assessors of towns; and shall have all the powers and be subject to the same liabilities, in regard to those duties, which selectmen and assessors in towns now or hereafter may have, or be subject to, in regard to the same.

Source. 1846, 384:25. 1855, 1699:22. GS 43:10. GL 47:10. PS 49:11. PL 53:12. RL 65:12.

Section 48:14

48:14 Assistants. — The city councils of any city may elect assistant assessors, not exceeding 6 in number, who shall assist the assessors of the city in the discharge of their official duties, when necessary for the seasonable completion of the inventory and assessment; and the assistant assessors shall act under the direction of the assessors.

Source. 1860, 2357:1. GS 43:11. GL 47:11. PS 49:12. PL 53:13. RL 65:13.

Section 48:15

48:15 Warrants. — The mayor and aldermen shall forthwith deliver to the chairman of the board of assessors all warrants for the assessment of state and county taxes which may be addressed to them, and all certified copies of the votes of school districts for raising district taxes which may be delivered to them; and the same shall be sufficient authority for the assessors to assess and collect such taxes.

Source. GS 43:12. GL 47:12. PS 49:13. PL 53:14. RL 65:14.

76:16 By Selectmen or Assessors. –

I. (a) Selectmen or assessors, for good cause shown, may abate any tax, including prior years' taxes, assessed by them or by their predecessors, including any portion of interest accrued on such tax; or

(b) Any person aggrieved by the assessment of a tax by the selectmen or assessors and who has complied with the requirements of RSA 74, may, by March 1, following the date of notice of tax under RSA 76:1-a, and not afterwards, apply in writing on the form set out in paragraph III to the selectmen or assessors for an abatement of the tax. The municipality may charge the taxpayer a fee to cover the costs of the form required by paragraph III.

II. Upon receipt of an application under paragraph I(b), the selectmen or assessors shall review the application and shall grant, for good cause shown, or deny the application in writing by July 1 after notice of tax date under RSA 76:1-a. The failure to respond shall constitute denial. All such written decisions shall be sent by first class mail to the taxpayer and shall include a notice of the appeal procedure under RSA 76:16-a and RSA 76:17 and of the deadline for such an appeal. The board of tax and land appeals shall prepare a form for this purpose. Municipalities may, at their option, require the taxpayer to furnish a self-addressed envelope with sufficient postage for the mailing of this written decision.

III. The abatement application form shall be prescribed by the board of tax and land appeals. The form shall include the following and such other information deemed necessary by the board:

(a) Instructions on completing and filing the form, including an explanation of the grounds for requesting tax abatements, including abatements for poverty and inability to pay pursuant to RSA 76.

(b) Sections for information concerning the person applying, the property for which the abatement is sought and other properties in the municipality owned by the person applying.

(c) A section concerning compliance with the RSA 74 inventory requirement.

(d) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or part.

(e) A section requiring the applicant to state with specificity the reasons supporting the abatement request with an explanation of what specificity means.

(f) A section for the applicant to list any comparable properties supporting an abatement request.

(g) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.

(h) The statement: "If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A."

IV. Failure to use the form prescribed in paragraph III shall not affect the right to seek tax relief.

Source. RS 44:1. CS 47:1. GS 53:10. GL 57:11. PS 59:10. PL 64:13. 1939, 46:1. RL 77:13. RSA 76:16. 1967, 180:1. 1990, 49:1. 1991, 386:3, 5. 1992, 175:1. 1993, 86:1. 1994, 91:1, 2; 393:3. 1995, 265:16. 1997, 189:1. 2002, 217:1. 2004, 203:12, eff. June 11, 2004. 2014, 175:1, eff. Sept. 9, 2014.

76:16-c Abatement of Resident Taxes. – Selectmen or assessors may for good cause shown abate any resident tax assessed by them or their predecessors.

Source. 1971, 476:8, eff. July 10, 1971.

76:17-c Effect of Abatement Appeal on Subsequent Taxes. –

I. Whenever the board of tax and land appeals, pursuant to RSA 76:16-a, or the superior court, pursuant to RSA 76:17, grants an abatement on the grounds of an incorrect property assessment value, the selectmen or assessors shall thereafter use the correct assessment value, as found by the board or the court, in assessing subsequent taxes upon that property, until such time as they, in good faith, reappraise the property pursuant to RSA 75:8 due to changes in value, or until there is a general reassessment in the municipality.

II. If, while an appeal pursuant to RSA 76:16-a or 76:17 is pending, subsequent taxes are assessed using an assessment value later found to be incorrect by the board of tax and land appeals or the superior court, the selectmen or assessors shall abate such subsequent taxes, using the correct assessment value as found by the board or the court, even if no abatement request or appeal has ever been filed with respect to such subsequent taxes.

III. The board of tax and land appeals and the superior court shall retain continuing jurisdiction over any abatement granted by them pursuant to RSA 76:16-a or 76:17 respectively, for purposes of enforcing the requirements of this section.

Source. 1992, 175:3, eff. April 1, 1992 at 12:01 a.m.

Section 76:17-d

76:17-d Abatement Refund. – The selectmen or assessors may apply all or a portion of the amount of any taxes abated, along with interest computed according to this chapter, to any outstanding taxes owed by the taxpayer to the municipality. Taxes shall be considered outstanding if they are subject to interest pursuant to RSA 76:13. The selectmen or assessors shall send notice to the taxpayer of the amount credited against outstanding taxes and the date the credit was recorded.

Source. 1997, 241:1, eff. Jan. 1, 1998.

September 11, 2024

Shaun Mulholland
City Manager
City of Lebanon, NH
51 N. Park St.
Lebanon, NH 03766

RELEASED TO THE PUBLIC
Lebanon City Manager's Office

Date: 09/11/2024 *clb*

RE: Ordinance 2024-12 Chapter 31, Board of Assessors

Mr. Mulholland,

This is a legal opinion as required by § 115-3 of the Lebanon City Code concerning the proposed Ordinance 2024-12, Chapter 31, Board of Assessors, which was forwarded to me on September 9, 2024. The goal of the proposed ordinance as I understand it is to amend the existing Chapter 31 of the City Code by deleting Article IV and abolishing the Board of Assessors. The City would, as a result, revert to having an assessor or assessors appointed by the City Manager as provided in the City Charter Section C419:32.

I have reviewed the proposed ordinance in detail. In my opinion, the ordinance is consistent with New Hampshire law and I discern no legal problems.

Please do not hesitate to contact me with additional questions or comments.

Sincerely,

C. Christine Johnston

C. Christine Johnston

Signature: *David R. Brooks*

Email: David.Brooks@lebanonnh.gov



**LEBANON CITY COUNCIL
NOTICE OF PUBLIC HEARINGS
Wednesday, October 2, 2024 - 7:00pm
Council Chambers, City Hall or
REMOTE VIA VIRTUAL PLATFORM
LebanonNH.gov/LIVE**

The Lebanon City Council will hold a public hearing on October 2, 2024, beginning at 7:00pm for the following:

A. Ordinance #2024-12: To Amend City Code Chapter 31, Boards, Committees and Commissions, by Deleting and Repealing Article IV, Board of Assessors: A public hearing for the purpose of receiving public input and taking action on proposed Ordinance #2024-12 to Amend City Code Chapter 31, Boards, Committees and Commissions, by Deleting and Repealing Article IV, Board of Assessors

The October 2, 2024 City Council agenda packet and documents pertaining to the above-described public hearings will be available on the City's website beginning September 27, 2024: LebanonNH.gov/Agendas

Meetings are open for in-person and remote attendance. Members of the public that wish to attend remotely may do so by going to LebanonNH.gov/Live where you will find instructions on how to enter the meeting. Members of the public will be able to participate and ask questions through the City's virtual platform or by phone. Please note: Should technical difficulties occur during the meeting that disrupts virtual or phone connection(s), the meeting will continue without remote access capabilities.

The foregoing notice was published in the *Valley News*, a newspaper of general circulation in the City of Lebanon, in accordance with the Code of the City of Lebanon on Saturday, September 21, 2024.

A handwritten signature in cursive script that reads "Jaseya Ewing".

Jaseya Ewing, City Clerk

Agenda

Lebanon City Council

October 2, 2024

10. New Business:

10.A – Authorization for City Manager to Execute an Amendment to Lease and Operating Agreement with Lebanon Outing Club concerning Storrs Hill Ski Area

Background

The Lebanon Outing Club (LOC) is an outside non-profit organization, affiliated with the Lebanon Recreation, Arts and Parks Department, utilizing City-owned lands in its mission to provide recreational opportunities in the city. The LOC manages the Storrs Hill Ski Area under a Lease and Operating Agreement with the City, dated January 2019.

The City Council has often encouraged the LOC to find new ways of providing additional services and generating increased revenue at Storrs Hill, and the LOC has been actively pursuing that recommendation. In recent years, the frequency of special events has increased, and the LOC has explored ways to offer year-round ski jumping, year-round learn to ski, and mountain biking.

In addition, the ability to serve alcohol in an established beer garden during special events and night skiing was determined to be one of the ideas that would help attract new patrons and increase revenues. The LOC worked with the State of New Hampshire and the City to upgrade the lodge kitchen to commercial grade and has successfully obtained a State of NH Liquor License.

Alcohol service also increases opportunities for Storrs Hill Ski Lodge rentals. When combined with planned lodge improvements, renting the lodge for private functions can be broadly advertised, helping attract additional clients to Storrs Hill.

On January 17, 2024, the City Council granted the LOC a one-year permit to serve alcohol on the premises pursuant to City Code Chapter 14, Alcoholic Beverages, while an amendment to the existing Lease and Operating Agreement was formulated. An attorney with Drummond Woodsum drafted the proposed amendment based on a similar amendment that was recently approved by the City Council and Lebanon Opera House.

City staff recommends the City Council authorize the City Manager to sign the proposed Amendment to the Lease and Operating Agreement between the LOC and City.

Action

Should the Council agree to this lease amendment with the Lebanon Outing Club, the following motion is offered for consideration:

MOVED, that the Lebanon City Council hereby authorizes the City Manager to execute an Amendment to the Lease and Operating Agreement between the City of Lebanon and the Lebanon Outing Club concerning Storrs Hill Ski Area, as presented in the October 2, 2024 City Council Agenda Packet.

Included In This Section:

1. Lebanon Outing Club / City of Lebanon – Amendment to Lease and Operating Agreement, drafted by Drummond Woodsum
2. Lebanon Outing Club / City of Lebanon – Lease and Operating Agreement, dated January 18, 2019



LEBANON OUTING CLUB / CITY OF LEBANON

AMENDMENT TO **LEASE AND OPERATING AGREEMENT**

The Lease and Operating Agreement (“Agreement”) concerning the Storrs Hill Ski Area dated as of the 18th day of January, 2019 by and between the CITY OF LEBANON, a municipal corporation in Grafton County, New Hampshire, having a mailing address of 51 North Park St, Lebanon, NH 03766 (hereinafter the “CITY”) and LEBANON OUTING CLUB, a New Hampshire non-profit corporation having a mailing address of P.O Box 295, Lebanon, NH 03766 (hereinafter “LOC”) (the CITY and LOC are each a “Party” and together are the “Parties”), is hereby AMENDED pursuant to Section 14 of the Agreement as follows:

RECITALS

WHEREAS, LOC wishes to sell concessions and alcohol for on-Premises consumption at the Storrs Hill Ski Area during LOC-organized, LOC-operated, and/or LOC-catered events, and the CITY wishes to support this initiative; and

WHEREAS, the Agreement does not address concessions and alcohol service at the Ski Area;

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the parties agree to AMEND the Agreement as follows:

1. REPLACE Section 5, (**Ski Area & Lodge Use Policy**) with the following amended text:

LOC shall formulate a written Ski Area & Lodge Use Policy that shall apply to all users of the Premises, subject to approval by the City Manager and Recreation Director. LOC rules and policies may be more restrictive than CITY laws or rules but shall, at a minimum, also comply with CITY laws, including but not limited to rules related to animals and the prohibition against the use of alcohol on all CITY property unless specially permitted on a temporary basis (*see* Lebanon City Code Ch. 14 – Alcoholic Beverages). Concessions may be sold and alcohol may be served by LOC at the Ski Area according to Section 5A, below. Any third party making use of the Ski Area or the lodge separate and apart from LOC’s scheduled operations shall be required to sign an acknowledgment of, and agreement to adhere to, the terms of the Ski Area & Lodge Use Policy. The policy shall also stipulate that renters and other users of the Premises understand and agree that their use of the Premises is authorized by LOC and not the

CITY, and that by signing the policy they release the CITY from any and all liability arising out of their entry onto or use of the Premises.

2. INSERT new Section 5A (**Concessions/Alcohol Service**) as follows:

5A.1: Merchandise/Concession Sales. LOC's lease of the Premises includes the right to sell on site Lebanon Outing Club/Storrs Hill Ski Area merchandise, food and beverages, subject to all applicable laws and regulations for such sales.

5A.2: Alcohol Service. As herein authorized by the CITY, LOC shall have the right to sell and serve alcoholic beverages only for on site consumption and according to the terms of a valid license issued by the N.H. Liquor Commission; provided, however, that prior to the first date of service of alcoholic beverages, LOC or its agent for alcohol service shall have obtained all permits, licenses and insurance required under state or local laws and under this Agreement and shall maintain all such permits, licenses and insurance for the duration of this Agreement. Prior to any service of alcoholic beverages, LOC or its agent for alcohol sales shall provide to the City a copy of a valid state liquor license, current for the dates of service, plus evidence of liquor liability insurance as required by this Agreement, applicable to the sale and consumption of alcoholic beverages on the Premises.

All alcohol service on the Premises shall comply with Chapter 14 of the City Code, as amended. This Agreement constitutes an exemption to the City Code § 14-3 prohibition of open containers of alcohol upon City-owned land and within City-owned buildings. Pursuant to City Code §14-5, such exemption is subject to review and/or revocation by the City Council on an annual basis. Prior to the first service of alcoholic beverages upon the Premises, and on an annual basis thereafter, LOC shall obtain permission from the Lebanon City Council to serve alcoholic beverages for on site consumption.

The following additional conditions shall also apply to service of alcohol on the Premises:

- A. Alcohol service is only permitted during periods of programmed use by LOC for events specifically organized and operated by LOC or the CITY. Alcohol service is generally not permitted under this Agreement during use/rental/reservation of the Ski Area or Lodge by any other third party. Alcohol service and consumption during third party use of the Ski Area and/or Lodge may only occur if LOC is engaged as the event caterer with all alcohol served exclusively by LOC, under LOC's liquor license, and under coverage from LOC's Liquor Liability insurance, subject to a catering fee as may be established under Section 4(b) of this Agreement. Alternatively, third party users may apply to the City Manager on an event-by-event basis for a one-time limited duration permit to consume alcohol on City property per City Code § 14-5.
- B. Alcoholic beverages shall be served and consumed only within clearly defined areas inside the lodge or clearly defined outdoor areas which may be defined by LOC on an event-by-event basis, subject to review and approval of such areas by

the N.H. Liquor Commission as required by LOC's liquor license, RSA 178, and all other applicable rules and regulations. Even if not required by other authority, LOC shall nevertheless be required by this Agreement to always clearly define designated outdoor alcohol consumption area(s) for all LOC or third party events with rope, fencing, barriers, or other reasonably apparent boundaries. Alcohol consumption shall not be permitted outside of the clearly defined areas. This requirement is enforceable, and violations are punishable, pursuant to § 14-6 of the City Code, as amended. LOC shall ensure that customers are informed of this restriction and LOC shall enforce this restriction.

- C. All operations shall comply with customary practices of concession service management as well as with applicable local, state and federal standards for food and beverage safety.
- D. LOC shall maintain, at its sole cost and expense, all areas of alcohol service or consumption in safe, sanitary, clean, good repair, order and condition.
- E. LOC shall keep all doorways in the area of food and beverage service free and clear of any obstructions at all times, and the doors shall permit safe egress for all occupants of the Lodge.
- F. LOC use and occupancy of the Premises for the licensed service of alcoholic beverages shall be conducted in a responsible, safe, sanitary and proper manner. All supplies related to concession purposes, whether food or beverages, shall be stored out of sight of the public areas of the Ski Area. LOC shall not cause or permit any rubbish, trash, food or food-related items, beverages or beverage containers, or other waste to accumulate within or across the Ski Area.
- G. Upon closing the alcohol service area at the end of each service, LOC shall inspect and confirm that all items related to such service have been properly disposed of or stored, and shall ensure that the Ski Area and Lodge are broom clean with all waste in appropriate receptacles

3. AMEND Section 6, (**Assignment / Use of Ski Area and Lodge by Third Parties**) by inserting the underlined text below:

LOC may not assign or sublease the Premises to any third party. Notwithstanding the preceding sentence, LOC is permitted to authorize third parties to reserve the Ski Area and/or lodge for events of limited duration (e.g., specified hours of daytime use) to be held at times when the Ski Area is not reserved for use by LOC or the CITY, as specified below, upon such terms and conditions as LOC deems appropriate, and for the fees established by LOC and the CITY in the annual review required by Section 4(b) hereof. Fees for use of the Premises will be considered revenue for LOC.

All third parties reserving the Ski Area and/or lodge shall be required to complete an application and sign the Ski Area & Lodge Use Policy. Alcohol service and consumption

during third party use of the Ski Area and/or Lodge is governed by Section 5A.2(A) of this Agreement.

4. AMEND Section 6(d) (Insurance Requirements of Use of Lodge) by inserting the underlined text below:

LOC may allow third parties to rent only the lodge for the hosting of a gathering or event. In such cases, whether to require proof of a third party's insurance coverage, and the required amount of any such coverage, shall be at LOC's sole discretion, except that in cases where the third party also seeks a permit for non-LOC-catered alcohol consumption under City Code § 14-5, liquor liability insurance coverage requirements shall be determined by the City Manager. LOC agrees to take full and complete responsibility for use of the lodge by third parties and regulate such uses consistent with the terms of this Agreement, the Ski Area & Lodge Use Policy, and all applicable laws. LOC agrees that all renters of the lodge will sign the Ski Area & Lodge Use Policy which contains a release of the City from any and all liability. LOC shall indemnify the City from any liability in connection with third parties' use of the lodge as set forth in Section 10, below.

5. AMEND Section 8, (**Insurance**) by inserting the underlined text below :

LOC shall maintain general liability insurance with respect to LOC's use and operation of the Ski Area as tenant. LOC shall further obtain any additional specialized coverage as is typically required (a) due to the use of the Premises as a ski area, and (b) due to the use of the lodge as a venue for large gatherings and events as may be permitted by City law. LOC shall further obtain Liquor Liability insurance. Coverage must be provided by an insurance company qualified to do business in the State of New Hampshire with a financial rating of A- or better in "Best's Insurance Guide". The minimum amounts of required coverage shall be determined by an annual review of coverage by the CITY's Finance Director, but coverage amounts shall in any case be not less than, each occurrence, Two Million Dollars (\$2,000,000) each person, Two Million Dollars (\$2,000,000) each accident, and Five Million Dollars (\$5,000,000) in the aggregate. Liquor Liability insurance, on an occurrence basis, shall be \$1,000,000 per person/\$1,000,000 per occurrence/\$2,000,000 annual Aggregate. Annual adjustments shall be made at the Finance Director's direction so as to provide insurance coverage in keeping with what is deemed to be prudent and reasonable. All policies shall name the CITY as additional insured on a primary and noncontributory basis and cover any and all claims for death, bodily injury, personal injury and property damage arising out of LOC's use, occupancy, operations or events related to, occurring in, on or to the Premises. All such insurance shall insure performance by LOC of the indemnity provisions of this Agreement. The issuing company and/or LOC will mail written notice of impending cancellation of the above-described policy to the CITY at least thirty (30) days in advance of cancellation. In addition, the CITY shall be provided a certificate of insurance on the effective date of this Agreement and on the effective date of each renewal term of this Agreement, as well as promptly upon request at any other time.

Entire Amendment/Modification. This Amendment is subject to the approval of the City Council and contains the entire agreement of the parties hereto concerning amendment to the Agreement, and supersedes the Agreement only as specifically stated herein. This Amendment and the Agreement are to be construed as a single document.

This AMENDMENT to the Lease and Operating Agreement Is Agreed:

CITY OF LEBANON

By: _____ Date: _____
Shaun Mulholland, City Manager

Duly Authorized by vote of the Lebanon City Council on _____.
Date

LEBANON OUTING CLUB

By signing this document, the Lebanon Outing Club agrees to abide by the terms and conditions of the Lease and Operating Agreement, as amended.

By: _____ Date: _____
Cory Grant, President



LEBANON OUTING CLUB / CITY OF LEBANON

LEASE AND OPERATING AGREEMENT

Lease and Operating Agreement (“Agreement”) made effective this 18th day of January, 2019 by and between the CITY OF LEBANON, a municipal corporation in Grafton County, New Hampshire, having a mailing address of 51 North Park St, Lebanon, NH 03766 (hereinafter the “CITY”) and LEBANON OUTING CLUB, a New Hampshire non-profit corporation having a mailing address of P.O Box 295, Lebanon, NH 03766 (hereinafter “LOC”).

RECITALS

WHEREAS, the CITY owns certain land (Map 120, Lot 2) located in Lebanon, Grafton County, New Hampshire, and holds an easement to use as a ski area certain other land located in Lebanon and abutting the aforementioned City-owned land (Map 136, Lot 18); and

WHEREAS a facility known as the Storrs Hill Ski Area, including improvements such as a base lodge, ski lift, ski trails, and ski jumps, has been established upon the aforementioned properties; and

WHEREAS, Storrs Hill Ski Area is a grant-assisted property under the federal Land and Water Conservation Fund program (the “LWCF”) project number 33-00073, and carries certain covenants under Section 6(f) of the Land and Water Conservation Fund Act of 1965 for the preservation of public outdoor recreation; and

WHEREAS, the intent and scope of the LWCF project number 33-00073 was for the development of the ski hill including purchase and installation of the 1500’ ski lift, clearing of 4 acres of ski trails, slope lighting, and expansion of parking; and

WHEREAS, LOC has been operating and managing the Storrs Hill Ski Area for the benefit of the CITY residents for many years; and

WHEREAS, the parties agree that a new comprehensive Agreement is in the best interest of the parties;

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Premises.** The CITY hereby leases to LOC, and LOC hereby leases from the CITY, the land and improvements known as Storrs Hill Ski Area, located at 60 Spring Street, Lebanon, NH

03766, comprised of approximately 20.41 acres of city-owned land (Map 120, Lot 2) and approximately 35 acres of privately-owned land (Map 136, Lot 18) on which the CITY has been granted the right to develop and operate a ski area by Easement Deed dated November 5, 1972 (Book 1714, Page 0127) (hereinafter the "Ski Area" or "Premises"). Unless otherwise specified herein, all improvements affixed to the real estate are deemed part of the real estate. Such improvements that currently exist include a base lodge, poma ski lift, related lift operator buildings, K50 meter ski jump and judges' reviewing stand, K25 meter ski jump and judges' reviewing stand, metal maintenance building, and one-bay wooden garage. Such improvements are owned by the CITY. Snowmaking equipment on the Premises is owned by LOC.

2. **Term.** The initial term of this Agreement shall be for a period of six (6) years, beginning on the date this Agreement is executed by both parties ("Initial Term"). After the Initial Term, the Agreement shall automatically renew for additional five (5) year terms, unless and until one party gives notice in writing to the other party of its intention not to renew. Such notice shall be provided at least 90 days prior to the expiration of the then-current term.

3. **Rent and Taxes.** The CITY will charge no rent to LOC for the lease of the Premises because of the direct public benefit resulting from LOC's operation. The Premises are exempt from real estate taxes pursuant to RSA 72:23, I and V-a. The parties agree that LOC qualifies for a charitable tax exemption under RSA 72:23 at this time. So long as LOC continues to qualify for a charitable tax exemption and comply with requirements of New Hampshire law for a tax exemption, including the annual filing of an application for a tax exemption for the use and occupancy of the Premises, LOC will not be liable for real estate taxes for its use and occupancy of the Premises; otherwise, the real estate will be taxed under the same terms as other real estate in the City of Lebanon, and LOC shall pay all real property taxes levied by the due date for payment thereof.

4. **Operation, Management and Maintenance.** LOC shall operate, manage, and maintain the Premises as follows.

a) **Operation of the Ski Area:** LOC shall operate the Ski Area for the purpose of educating children and adults by fostering and encouraging all forms of outdoor recreation, including but not limited to alpine skiing, cross-country skiing, ski racing, snowboarding and ski jumping. LOC may make the Ski Area and/or lodge available for activities by other groups and associations and may charge fees for such use, provided, however, that the CITY and its Recreation Department shall be given first opportunity to reserve the Premises as set forth in Section 6 hereof.

At times when the Ski Area is not in use by LOC programs or reserved for use by the City or a third party, the Premises (but not the lodge, ski lift, ski jumps or other improvements) are to be open to the general public for recreational use. The parking lot at the Premises shall be available for public use in connection with access to the Goodwin Park Conservation Area and its trails.

b) **Annual Review of Operations:** On an annual basis, at a date and time to be mutually agreed upon by the parties, representatives of LOC and the CITY shall meet for a review of (i) the list of Lebanon Outing Club Executive Board members, (ii) LOC's insurance on the Premises,

(iii) the Ski Area & Lodge Use Policy, (iv) fees and rental rates, and (v) the budget for operation of the Premises for the following fiscal year.

- c) Budget for Operation, Maintenance and Repairs of the Ski Area: Nothing contained in this Agreement shall obligate the CITY to provide funding to LOC. Nothing contained in this Agreement shall require LOC to continue the management, operation and maintenance of the Ski Area if the CITY does not provide funding as requested by LOC.

Subject to the foregoing, for each fiscal year during the term of this Agreement, LOC shall prepare and submit to the CITY's Recreation Department an annual report with a request for a CITY appropriation for the Ski Area on or before the budget application request deadline each summer. The annual report shall include a budget projecting income and expenses, a copy of the current Ski Area & Lodge Use Policy, a list of rental rates, a summary of LOC and CITY activities for the current year and activities planned for the upcoming fiscal year, planned improvements to the Ski Area and the lodge, and the amount of funding requested of the CITY by LOC. When the Recreation Department budget is taken up by the City Council, representatives from LOC shall attend that Council meeting for the purpose of providing information and making any presentation that is appropriate.

- d) Maintenance and Repairs: LOC agrees to tend the Premises in order to maintain a pleasing appearance and shall be responsible for regular maintenance, including but not limited to mowing grass and maintaining and repairing buildings and structures as needed, except the CITY's Department of Public Works will clear snow from the parking lots, grade gravel areas as necessary, cut brush in the area of the roads and parking lots, and at least annually mow and cut brush on the ski slopes. LOC shall keep all buildings and sheds locked at all times when no LOC activity is taking place at the Premises. LOC shall also ensure that all lifts, machinery and any snow making equipment installed at the Premises are maintained in a safe and useable condition.

LOC shall issue to the CITY keys to the lodge, to be kept by the CITY's Recreation Department. The CITY may enter the Ski Area, lodge and other buildings at any time for inspection and maintenance purposes.

Repairs to the lodge and other improvements will be coordinated by LOC and the CITY's Recreation Department, and paid for by the CITY to the extent Recreation Department funds are available.

- e) Utilities: There is electrical, heating gas, telephone, water, and sewer service to the Premises. LOC shall promptly pay for all utilities and other related services from the CITY's appropriations for the Premises by no later than the due dates.
- f) Installation of Improvements: In the event that LOC desires to install additional improvements or facilities or to change any existing improvements, LOC shall seek advance approval from the City Manager and the Recreation Director, whose decision shall be in writing. Any installation of permanent improvements to the Premises that are affixed to real estate must also comply with the CITY's codes and laws including the procedures related to obtaining required

CITY approvals, in addition to any applicable state or federal codes or laws, and shall be installed and maintained at LOC's sole expense.

5. **Ski Area & Lodge Use Policy.** LOC shall formulate a written Ski Area & Lodge Use Policy that shall apply to all users of the Premises, subject to approval by the City Manager and Recreation Director. LOC rules and policies may be more restrictive than CITY laws or rules but shall, at a minimum, also comply with CITY laws, including but not limited to rules related to animals and the prohibition against the use of alcohol on all CITY property unless specially permitted on a temporary basis. Any third party making use of the Ski Area or the lodge separate and apart from LOC's scheduled operations shall be required to sign an acknowledgment of, and agreement to adhere to, the terms of the Ski Area & Lodge Use Policy. The policy shall also stipulate that renters and other users of the Premises understand and agree that their use of the Premises is authorized by LOC and not the CITY, and that by signing the policy they release the CITY from any and all liability arising out of their entry onto or use of the Premises.

6. **Assignment / Use of Ski Area and Lodge by Third Parties.** LOC may not assign or sublease the Premises to any third party. Notwithstanding the preceding sentence, LOC is permitted during periods of non-programmed use by LOC to authorize third parties to reserve the Ski Area and/or lodge for events of limited duration (e.g., specified hours of daytime use) as specified below, upon such terms and conditions as LOC deems appropriate, and for the fees established by LOC and the CITY in the annual review required by Section 4(b) hereof. Fees for use of the Premises will be considered revenue for LOC.

All third parties reserving the Ski Area and/or lodge shall be required to complete an application and sign the Ski Area & Lodge Use Policy.

- a) **Reserving In-Season Uses of the Ski Area and Lodge:** The CITY shall have first opportunity to reserve its planned in-season (November 1 to April 30) uses of the Ski Area and/or lodge by submitting written notice to LOC of the dates and times of the CITY's planned uses by no later than each October 1 prior to a ski season. After November 1, in-season use of the Ski Area and/or lodge may be reserved by the CITY or third parties on a first come, first served basis.
- b) **Reserving Off-Season Uses of the Ski Area and Lodge:** The CITY shall have first opportunity to reserve its planned off-season (May 1 to October 31) uses of the Ski Area and/or lodge by submitting written notice to LOC of the dates and times of the CITY's planned uses by no later than each March 1 prior to an off-season. After March 1, off-season use of the Ski Area and/or lodge may be reserved by the CITY or third parties on a first come, first served basis.
- c) **Insurance Requirements for Use of Ski Area for Athletic Events:** If LOC allows a third party to reserve the Ski Area for skiing, ski jumping or other similar purposes, LOC must require the third party to provide a certificate of insurance naming LOC and the CITY as additional insureds in connection with all such uses. The limits of the insurance coverage required of third parties shall be reviewed and approved by the CITY's Finance Director.
- d) **Insurance Requirements for Use of Lodge:** LOC may allow third parties to rent only the lodge for the hosting of a gathering or event. In such cases, whether to require proof of a third party's insurance coverage, and the required amount of any such coverage, shall be at LOC's sole

discretion. LOC agrees to take full and complete responsibility for use of the lodge by third parties and regulate such uses consistent with the terms of this Agreement, the Ski Area & Lodge Use Policy, and all applicable laws. LOC agrees that all renters of the lodge will sign the Ski Area & Lodge Use Policy which contains a release of the City from any and all liability. LOC shall indemnify the City from any liability in connection with third parties' use of the lodge as set forth in Section 10, below.

7. **Ownership of Improvements and Personal Property.** All improvements that currently exist and are affixed to the real estate are property of the CITY. Pursuant to the terms of a deed from Lebanon Outing Club, Inc. to the City of Lebanon dated January 14, 1970, any and all additions, alterations, or improvements made by LOC or the CITY at any time during the effective period of this Agreement shall be the sole property of the CITY. All equipment, supplies and other personal property of LOC that are stored on the Premises shall remain the property of LOC and shall be removed by LOC at the termination of the Agreement unless otherwise agreed by the parties.

8. **Insurance.** LOC shall maintain general liability insurance with respect to LOC's use and operation of the Ski Area as tenant. LOC shall further obtain any additional specialized coverage as is typically required (a) due to the use of the Premises as a ski area, and (b) due to the use of the lodge as a venue for large gatherings and events as may be permitted by City law. Coverage must be provided by an insurance company qualified to do business in the State of New Hampshire with a financial rating of A- or better in "Best's Insurance Guide". The minimum amounts of required coverage shall be determined by an annual review of coverage by the CITY's Finance Director, but coverage amounts shall in any case be not less than, each occurrence, Two Million Dollars (\$2,000,000) each person, Two Million Dollars (\$2,000,000) each accident, and Five Million Dollars (\$5,000,000) in the aggregate. Annual adjustments shall be made at the Finance Director's direction so as to provide insurance coverage in keeping with what is deemed to be prudent and reasonable. The policy shall name the CITY as additional insured on a primary and noncontributory basis and cover any and all claims for death, bodily injury, personal injury and property damage arising out of LOC's use, occupancy, operations or events related to, occurring in, on or to the Premises. All such insurance shall insure performance by LOC of the indemnity provisions of this Agreement. The issuing company and/or LOC will mail written notice of impending cancellation of the above-described policy to the CITY at least thirty (30) days in advance of cancellation. In addition, the CITY shall be provided a certificate of insurance on the effective date of this Agreement and on the effective date of each renewal term of this Agreement, as well as promptly upon request at any other time.

9. **Risk of Loss.** LOC bears all risk of loss or damage to any improvements not owned by the CITY and to any personal property located at or stored on the Premises. The CITY is not responsible for any damage to or loss of such property, whether caused by fire, water, earthquake, liquefaction, theft or any other risk. LOC acknowledges that insurance is available from independent insurance companies to protect LOC in the event of theft, damage, or destruction of any such property.

10. **Indemnity.** LOC shall fully indemnify, defend (with counsel acceptable to the CITY), hold harmless and reimburse (collectively "indemnify" and "indemnification") the CITY, its officers, employees, contractors, representatives and agents from and against any and all claims,

damages, losses, expenses, actions or liabilities arising from LOC's use or operation of the Premises, or the use of the Ski Area or lodge by any third party, or from any activity, work or things done, permitted or suffered by LOC in or about the Premises and shall further indemnify the CITY, its officers, employees, contractors, representatives and agents from and against any and all claims, damages, losses, expenses, actions or liabilities arising from any breach or default in the performance of any obligation on LOC's part to be performed under the terms of this Agreement or arising from any act, omission or negligence of LOC, or any of LOC's agents, contractors, guests, invitees or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon and also in case any action or proceeding be brought against the CITY, its officials, employees, contractors, and agents, by reason of any such claim. LOC's obligation to indemnify as provided herein shall survive the termination of this Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

11. **Default.** In the event that either party shall default as to its obligations under this Agreement, the non-defaulting party shall give notice in writing to the other party describing the claimed acts of default. Any notice of default issued by the CITY to LOC shall be directed to the President of the LOC. Any notice of default issued by LOC to the CITY shall be directed to both the City Manager and to the Recreation Director. The default shall be cured within thirty (30) days of receipt of notice. The parties shall meet in good faith to review the default and attempt to negotiate a resolution. If the default is not cured within thirty (30) days, the non-defaulting party may terminate this Agreement immediately by written notice, or notify the defaulting party of a future termination date of the non-defaulting party's choosing.

12. **Termination.** This Agreement may be terminated without cause by either party upon ninety (90) days' advance written notice to the other party. At termination of this Agreement for any reason (non-renewal, 90 days' notice, or default), LOC shall be responsible for all bills incurred through the termination date and, to the extent there is a balance of the appropriation for the Ski Area available, that money shall be expended as necessary to pay all debts relating to the operation and management of the Ski Area by LOC. LOC shall have a reasonable time to remove equipment, supplies and other personal property owned by LOC from the Premises. LOC shall leave the Premises and all improvements in good, clean order and condition. LOC shall turn over all keys and any other means of access to the improvements owned by the CITY.

13. **Non-Waiver.** Failure of either party to enforce any provision of this Agreement on one occasion is not construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Agreement on any subsequent occasion.

14. **Entire Agreement/Modification.** This Agreement is subject to the approval of the City Council and contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. No part of this Agreement may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing, approved by the Council and signed by the parties hereto.

15. **Compliance with Laws.** LOC shall, at its sole cost and expense, comply with all local, state and federal laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to the Premises or to LOC's use, manner of use, operations or occupancy of the Premises, including, but not limited to, the use of alcohol, tobacco products and illegal drugs at the Premises.

16. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of New Hampshire. The venue of any litigation in the State courts will be Grafton County Superior Court.

17. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement remains in full force and effect.

18. **Tenant as Independent Contractor.** LOC is not an agent, agency or department of the CITY. In directing the use of the Premises by third parties and/or conducting any operations at the Premises, LOC acts as an independent contractor and not as an agent of the CITY.

19. **Notices.** Any notice herein required or permitted to be given or served hereunder, whether pursuant to the terms of this Agreement or any provision of law, shall be served by Certified Mail/Return Receipt Requested to the respective addresses set forth herein, or at such other address as the party to be notified may from time to time designate in writing. Notice by telephone, facsimile or electronic mail shall not be required, but may be additionally given as a courtesy.

For purposes of this Lease and Operating Agreement, the TWO addresses to which notices to the CITY shall be sent are as follows:

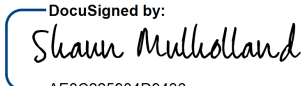
Lebanon City Manager City of Lebanon 51 North Park Street Lebanon, NH 03766	Lebanon Recreation Director City of Lebanon 51 North Park Street Lebanon, NH 03766
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For purposes of this Lease and Operating Agreement, the address to which notices to LOC shall be sent is as follows:

Lebanon Outing Club P.O. Box 295 Lebanon, NH 03766
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This Lease Agreement Is Agreed:

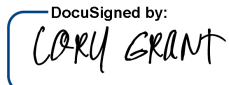
CITY OF LEBANON

By:  Shaun Mulholland Date: 1/22/2019
AE8C225904D9436...
Shaun Mulholland, City Manager

Duly Authorized by vote of the Lebanon City Council on January 16, 2019.

LEBANON OUTING CLUB

By signing this document, the Lebanon Outing Club agrees to abide by the terms and conditions of the Lease and Operating Agreement.

By:  Cory Grant Date: 1/22/2019
TC4910F829E8486...
Cory Grant, President

Agenda

Lebanon City Council

October 2, 2024

10. New Business:

10.B – Authorization to Acquire Approximately 2,220 SF of Land from Grafton County Senior Citizens Council (Tax Map 92, Lot 23)

Background

Over the last several years, the City has been evaluating the potential for redevelopment of the downtown parking lots behind City Hall. During the evaluation process, it has been noted that a portion of the Grafton County Senior Citizens Council (GCSCC) property at 10 Campbell Street (M/L 92-23) extends into the existing city parking area.

Researching the matter further, GCSCC provided the City with a survey of its property in 1996 and offered to transfer ownership of a portion of its property to the City at that time, which was never acted upon. In the early 2000s, the City acquired an adjacent parcel from Mascoma Bank, and reconfigured the public parking areas, including on GCSCCs property.

For several months, the City has been communicating with GCSCC about potentially conveying a portion of its property to the City in an effort to address the property boundary and title issues. GCSCC has agreed to convey the portion of its property to the City at no cost in exchange for the City preparing the survey and the applicable deeds for recording.

The City has contracted with a surveyor to prepare a potential boundary line adjustment plan, which has been agreed to by GCSCC. As depicted on the proposed plan, the City would acquire approximately 2,220 SF (0.05 Ac) of land from GCSCC, which would be merged with the remaining parking lot parcels (M/L 91-245 and 92-17).

If the City Council authorizes the acquisition of the property, the City will file an application with the Lebanon Planning Board to approve the Boundary Line Adjustment and will then record the approved plan and appropriate deed to formalize the conveyance.

Action

Should the Council decide to authorize the acquisition of a portion of land at 10 Campbell Street, the following resolution is offered for consideration:

FOR THE PURPOSE OF acquiring a portion of a parcel of land, situated at 10 Campbell Street, Lebanon (Tax Map 92, Lot 23; ~0.05 Acres) (hereinafter the “Property”), from the Grafton County Senior Citizens Council, Inc., it is hereby:

RESOLVED, that the Lebanon City Council, pursuant to its authority under NH RSA 47:5 to purchase real property, hereby designates and authorizes the City Manager to act on behalf of the City Council to undertake all actions and obligations of the City and execute all documents as may be required to complete the City’s acquisition of the Property free and clear of all liens and encumbrances.

Included In This Section:

1. Draft Boundary Line Adjustment & Merger Plan, Grafton County Senior Citizens Council, Inc. and City of Lebanon, dated September 12, 2024.
2. Memorandum from Grafton County Senior Citizens Council, Inc., dated May 2, 1996 re: Upper Valley Senior Center Property, including boundary survey dated November 1995.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

P.O. BOX 433

LEBANON, N.H. 03766-0433

Tel. 603/448-4897 Fax. 603/448-3906

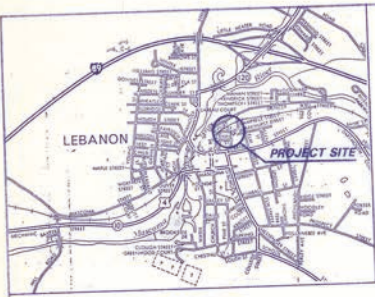
RECEIVED
LEBANON
DEPT. OF PUBLIC WORKS

TO: Bob Klein
FROM: Carol Dustin
DATE: May 2, 1996
RE: Upper Valley Senior Center Property

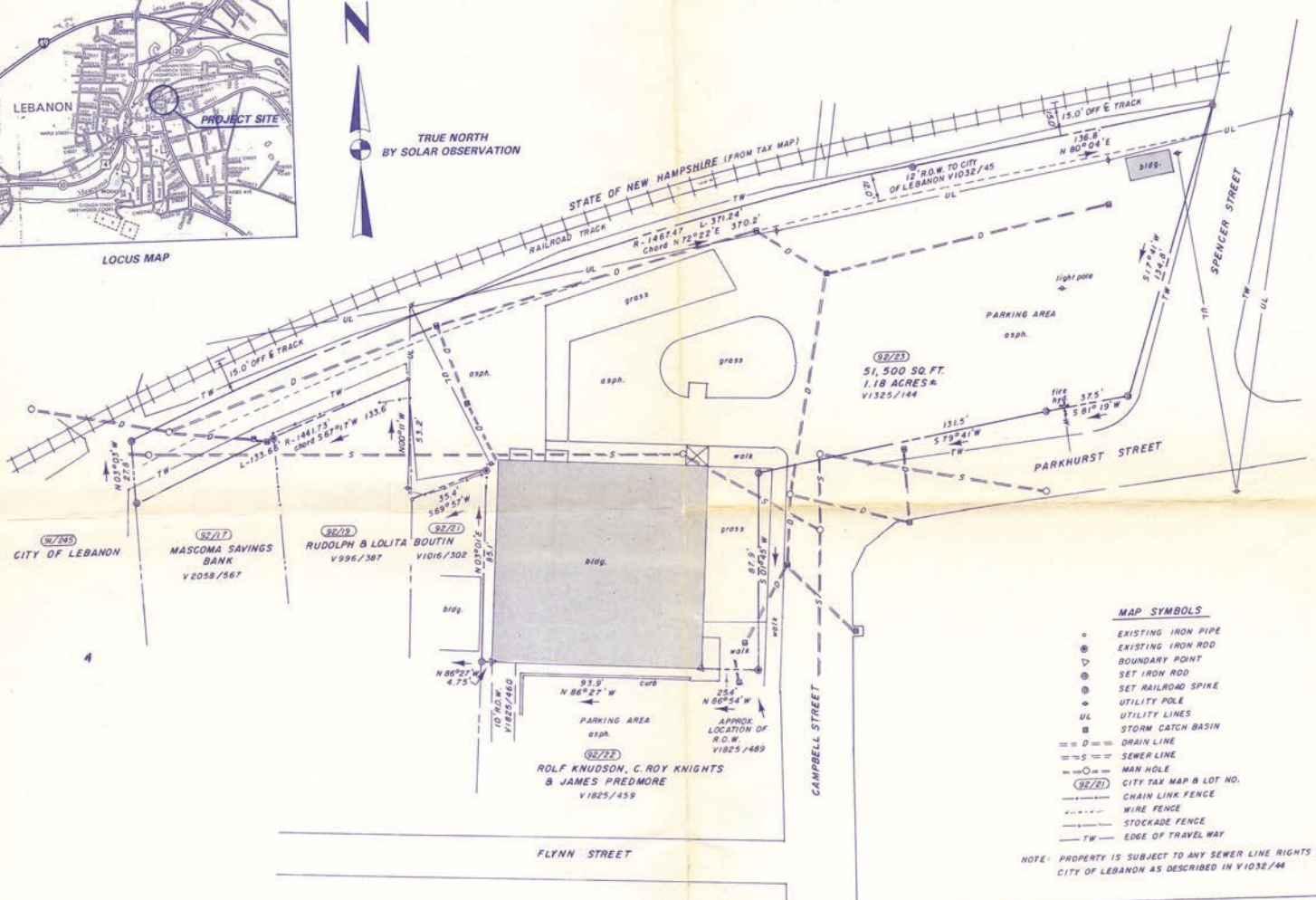
MAY 3 1996

Enclosed is a recently completed survey of property owned by Grafton County Senior Citizens Council, Inc., located at 10 Campbell St. in Lebanon, and known to the community as the Upper Valley Senior Center. Please place it in your records for the 10 Campbell St. property, since it is my understanding that the City has no documentation of the property boundaries in its files.

The Board of Directors of GCSCC has expressed interest in the possibility of transferring ownership of a portion of this property, located to the rear of properties owned by Rudolph and Lolita Boutin and by Mascoma Savings Bank, since this small section of GCSCC land is currently used to access those properties as well as a public roadway by persons traveling from the city parking lots to the Witherell Center and to Taylor and Spencer Streets. If you think that there might be some interest on the part of the City in assuming ownership of this property, please let me know.



TRUE NORTH
BY SOLAR OBSERVATION



MAP SYMBOLS

- EXISTING IRON PIPE
- EXISTING IRON ROD
- BOUNDARY POINT
- SET IRON ROD
- SET RAILROAD SPIKE
- UTILITY POLE
- UTILITY LINES
- STORM CATCH BASIN
- == D == DRAIN LINE
- == S == SEWER LINE
- MAN HOLE
- (92/21) CITY TAX MAP & LOT NO.
- CHAIN LINK FENCE
- WIRE FENCE
- STOCKADE FENCE
- TW --- EDGE OF TRAVEL WAY

NOTE: PROPERTY IS SUBJECT TO ANY SEWER LINE RIGHTS TO THE CITY OF LEBANON AS DESCRIBED IN V1032/44

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT SHOWN HEREON AND THAT THIS PLAT IS MADE IN ACCORDANCE WITH THE FIELD NOTES OF SAID SURVEY.

K. A. Leclair

- NOTES:
1. Field survey by closed traverse with theodolite and EDM.
 2. Bearings shown hereon are referenced to True North.

UPPER VALLEY SENIOR CITIZENS COUNCIL, INC.
CAMPBELL STREET LEBANON, N.H.

Scale 1" = 30' Date NOV. 3, 1995

Proj. No 1181265A

K. A. LECLAIR ASSOC., Inc. Civil Engineers
HANOVER, N.H.



**Agenda
Lebanon City Council
October 2, 2024**

10. New Business:

10.C – Discussion of Proposed Acquisition of Westboro Yard

Background

For nearly 25 years, the City of Lebanon has pursued acquisition of portions of the Westboro Yard property from the NH Department of Transportation (NHDOT). As of last summer, the City and State had reached a conceptual agreement on the prospective boundary of the lands proposed for acquisition by the City, and the general location of necessary easements between the parties.

On June 2, 2023, the City forwarded a draft Purchase & Sale Agreement to NHDOT for review by the Department and by the Attorney General's Office. Since the beginning of the year, it has become clear that environmental liability is the primary sticking point preventing a broader agreement on a proposed conveyance. In May, the City received comments and alternative language from NHDOT concerning environmental liability.

Following a discussion of NHDOT's position on environmental liability in June, the City Council reiterated its preference to continue pursuing acquisition of portions of Westboro Yard. Since June, there has been another round of edits to the proposed Purchase & Sale Agreement between the parties.

At present, NHDOT's position can be summarized as follows: the State is still willing to accept and retain responsibility for the existing Groundwater Management Permit and any future expansion thereof, and for any known contamination of hazardous materials and currently regulated substances across the entire Westboro Yard property, including the portion that would be conveyed to the City. Also, the State is now willing to bear "its share" of the cost and expense of removal and remediation of existing materials that were on the property before closing, but only to the extent the State is liable under *existing* environmental laws. In addition, if any contaminants are discovered after the conveyance transaction, and if it is determined that they were present on the site before the closing, the State will "assist" the City in discovering the source, and if any action is required, the State will be responsible for its share of any costs under existing environmental laws as a previous owner of the property, but not for the City's share.

The Council should discuss whether the City is prepared to continue pursuing acquisition of portions of the Westboro Yard property with the State's current position on environmental liability in mind.

Action

No action is required by the City Council. This item is for informational purposes only.

Agenda
Lebanon City Council
October 2, 2024

10. New Business:

**10.D – Mayor’s Discussion of Potential Sachem Village –
Dartmouth Hitchcock Connector Project**

Background

Mayor McNamara has requested an opportunity to initiate discussion about a potential Sachem Village to Dartmouth Hitchcock connector project.