



**LEBANON CITY COUNCIL
JULY 16, 2025 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL OR
REMOTE VIA VIRTUAL PLATFORM
LEBANONNH.GOV/LIVE**

To participate in this meeting, please [join live via Microsoft Teams](#) or call 929-229-5356 (access code: 464 847 36#). If you have trouble accessing this meeting, please [email David Brooks](#).

1. Call to Order

The July 16, 2025 Lebanon City Council Meeting is hereby called to order.

2. Pledge of Allegiance

3. Boards and Committees Reports (2nd Quarter 2025)

4. 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.**

5. Open Council Discussion

6. Open to the Public

7. Recognitions: None

8. Approval of Minutes

- A. MOTION TO approve the minutes as presented in the July 16, 2025 agenda packet.

9. Appointments

- A. Heritage Commission, Brian Ware (Alternate Member)

10. Public Hearing Items

A. Comcast Franchise Renewal Agreement

Public hearing for the purpose of receiving public input and taking action to accept the Cable Franchise Renewal Agreement with Comcast, and to authorize the City Manager to execute said Agreement.

- i. Presentation:
- ii. Opening of the Public Hearing:
- iii. Questions and Comments by the Public:
- iv. Closing of the Public Hearing:
- v. Council Deliberation & Action:

B. Repeal of Certain Zoning Amendments Approved on February 19, 2025

Public hearing for the purpose of receiving public input and taking action on amendments to the Lebanon Zoning Ordinance as follows:

1. To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned Business Park approved on February 19, 2025, by rezoning all properties within the Centerra Planned Business Park back to Light Industrial (IND-L);
2. To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses approved on February 19, 2025, by removing Planned Business Park as a Use allowed by Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and 508.2); and
3. To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted residential unit density approved on February 19, 2025, by removing language added to the Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 2, 2025 City Council Agenda Packet.

- i. Presentation:
- ii. Opening of the Public Hearing:
- iii. Questions and Comments by the Public:
- iv. Closing of the Public Hearing:
- v. Council Deliberation & Action:

11. Old Business

- A. Public Input Discussion Concerning South Main Street Dry Bridge Project Status and Bidding Requirements
- B. Discussion and Vote on Amendment to Council Rules, §A191-8

12. New Business

- A. Release of Collected Public School Impact Fees (2nd Quarter 2025)
- B. Request for Supplemental Appropriation
Discussion and Set Public Hearing for August 20, 2025: Request for Supplemental Appropriation in the Amount of \$550,000 for Storrs Hill Ski Lodge Improvements; and to Authorize Disbursement of \$250,000 in Recreation Impact Fees

13. City Manager Report

14. Non-Public Session

- A. RSA 91-A:3, II(b) - The hiring of any person as a public employee.

15. Adjournment

Meetings are open for in-person and remote attendance. Members of the public who 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 disrupt virtual or phone connection(s), the meeting will continue without remote access capabilities.

Any person with a disability who wishes to attend this public meeting and needs additional accommodation, please contact the ADA coordinator at City Hall by calling 603-448-4220 at least 72 hours in advance so that the City can make any necessary arrangements.

Lebanon City Council Agenda
July 16, 2025

Position: Regular Member
Applicant: W. Achord
City Manager: J. Wozmak
Assigned Date: 07/03/2025

Board/Committee: West Lebanon Revitalization Advisory Committee
Position: Alternate Member
Applicant: S. Roberts
City Councilor: D. Wilkie
Assigned Date: 5/29/2025

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

August 6, 2025 (Meeting Canceled)

August 20, 2025

Public Hearing Items:

A. Ordinance #2025-08 – Public hearing for the purpose of receiving public input and taking action to amend City Code Chapter 31, Boards, Committees, Commissions, to Add West Lebanon Revitalization Advisory Committee (WLRAC), Pedestrian & Bicyclist Advisory Committee (PBAC), Tree Advisory Board (TAB), and to amend Article VII, Heritage Commission

New Business:

- A. Review of Properties Qualified for Tax Deeding and Vote to Waive Tax Deeding
- B. Dog Licensing Civil Forfeiture Update
- C. Authorization for Purchase of Ballot Counting Devices
- D. Authorization for City Manager to Execute Airport Lease Agreement with Hyannis Air Service, Inc. (d/b/a Cape Air), Tenant
- E. Review and Discussion of Redevelopment Status of Main Street Properties in West Lebanon, and City Manager Recommendation on Preferred Developer
- F. Discussion and Set Public Hearing for September 17, 2025: Ordinance # 2025-XX, Chapter __, Recommended Changes to Various City Fees
- G. Discussion Regarding Future of Downtown Lebanon Tax Increment Finance (TIF) District
- H. Discussion and Set Public Hearing Concerning Renaming and Renumbering of Portions of Prospect Street and Prospect Street Extension

September 3, 2025

New Business:

- A. Annual Review and Re-Adoption of City Council Policy CC-100, Cash Management & Investment
- B. Annual Review of City Council Policy CC-101, Fund Balance
- C. Environmental Justice Task Force Report from DEI Commission

**Agenda
Lebanon City Council
July 16, 2025**

8. Acceptance Of Minutes:

Minutes To Be Accepted

- July 2, 2025

MOVED, to approve the minutes as presented in the July 16, 2025 agenda packet.

DRAFT

**LEBANON CITY COUNCIL
REGULAR SESSION MINUTES
Wednesday, July 2, 2025, 7:00 p.m.
Council Chambers**

Remote Via Microsoft Teams: LebanonNH.gov/Live

MEMBERS PRESENT: Mayor Douglas Whittlesey, Assistant Mayor Devin Wilkie, Nicole Ford Burley, Timothy McNamara, Laurel Stavis, Christian Simon, and George Sykes

MEMBERS ABSENT: Erling Heistad, Karen Zook

STAFF PRESENT: Interim City Manager Jack Wozmak, Deputy City Manager David Brooks, Public Works Director Jay Cairelli, DPW Administrative Services Manager Kelly Crate, Attorney Stephen Whitley, City Engineer Brian Vincent

1. CALL TO ORDER: Mayor Whittlesey called the meeting to order at 7:00 p.m.
• Interim City Manager Wozmak announced the meeting criteria for attendees.

2. PLEDGE OF ALLEGIANCE: Mayor Whittlesey led the Council in the Pledge.
• **Councilor Sykes arrived at approximately 7:05PM**

3. PUBLIC FORUM: Mayor Whittlesey made the Public Forum announcement.

4. OPEN COUNCIL DISCUSSION:
Mayor Whittlesey announced that the Council has chosen a finalist for the City Manager position. They are in the process of negotiating the terms of the contract and other particulars. Out of respect for the candidate's privacy, the name will not be released at this time. A public announcement will be made once everything is finalized.

5. OPEN TO PUBLIC: NONE

6. RECOGNITIONS: NONE

7. ACCEPTANCE OF MINUTES: June 18, 2025 (Regular Meeting)

*Assistant Mayor Wilkie MOVED to approve the June 18, 2025 minutes as written and presented in the July 2, 2025 City Council agenda packet.
Seconded by Councilor N. Ford Burley.*

**The Vote on the Motion was approved (6-0-1). Councilor McNamara abstained because he was not present at this meeting.*

8. APPOINTMENTS: NONE

1 **9. PUBLIC HEARING ITEMS:**

- 2 **A. Readoption of the Housing and Community Development Plan** – Public hearing for the
3 purpose of receiving public input and taking action to readopt the Housing and Community
4 Development Plan.

5
6 Included in the agenda packet: **(All supportive documents and information can be found on pages 23-31, Council agenda packet)**

- 7
8 1. City of Lebanon Housing and Development Plan
9

10 Deputy City Manager Brooks reviewed the background behind the re-adoption of the Housing and
11 Community Development Plan.

12
13 **BACKGROUND**

14 The City's Housing and Community Development Plan is a document required to be submitted as part of
15 the application packet for Community Development Block Grants (CDBG). Rules put forth by the New
16 Hampshire Community Development Finance Authority require that the Plan be reaffirmed or readopted
17 every three (3) years. This is normally done in conjunction with a pending or proposed CDBG application.

18 Following the last update and readoption process in 2022, the City administration recommended that the
19 Plan be placed on the Council's calendar for review and consideration every three years regardless of
20 whether a CDBG application is pending. Given the Council's more proactive stance concerning the
21 development of housing in recent years, it is felt that the information in the Plan can be of use in more
22 instances than just accompanying CDBG applications.

23
24 **Mayor Whittlesey opened the Public Hearing. Hearing no comments from the public, the Public
25 Hearing was closed.**

26
27 **Council/Staff Comments:**

28 Councilor McNamara noted that re-adopting this on a 3-year basis is great. He found a lot of useful
29 information, including a synopsis of housing over the prior 3-year period.

30
31 **ACTION:**

32 ***Councilor McNamara MOVED, that the Lebanon City Council hereby readopts the City of Lebanon
33 Housing and Community Development Plan, as presented in the July 2, 2025 City Council Agenda
34 Packet.***

35 ***Seconded by Councilor Simon.***

36
37 In response to Councilor Simon's question, Deputy City Manager Brooks confirmed that this will not be
38 costing the taxpayer any money directly in staff time.

39
40 ****The Vote on the Motion was approved (7-0).***

41
42 **10. OLD BUSINESS: NONE**

43
44 **11. NEW BUSINESS**

- 45 **A. Discussion & Set Public Hearing for July 16, 2025: Authorization for City Manager to**
46 **Execute Cable Franchise Renewal Agreement with Comcast**
47

Included in the agenda packet: **(All supportive documents and information can be found on pages 32-76, Council agenda packet)**

1. Draft Renewal Cable Television Franchise for Lebanon, New Hampshire

Deputy City Manager Brooks gave a summarization of the background as listed below and noted Attorney Whitley was appointed to coordinate the negotiation efforts on the City's behalf and was present to answer any questions regarding the proposed Renewal Agreement.

BACKGROUND

In August 2015, the City entered into a Cable Franchise Renewal Agreement with Comcast. The current Franchise Renewal Agreement runs for a 10-year term, beginning on August 19, 2015 and expiring on August 18, 2025.

In January 2025, Comcast reached out to the City to begin negotiations for another renewal of the Cable Franchise Agreement. Attorney Steven Whitley of Drummond Woodsum coordinated the review and updating of the prior Franchise Agreement.

As proposed, the Renewal Agreement will be for another 10-year term, from August 19, 2025 through August 18, 2035. The franchise fee payment is proposed to remain at 3.5% of Franchisee's Gross Annual Revenues.

Pursuant to NH RSA 53-C:3-a, the Council is requested to schedule a public hearing for July 16, 2025 to receive public input on the proposed draft agreement.

Council/Staff Comments:

Councilor Stavis noted that Fidium Fiber is installing fiber optic cables throughout the City and was wondering if this would present any issues that we might encounter down the road. Attorney Whitley noted he did not know the specifics or status of what Fidium was doing, but if they get to the point where they can ask the Council for a franchise, the Council would be obligated to give them the same deal, on the same terms, as Comcast. It is a possibility that the people in Lebanon would have an option between Comcast and Fidium at some point in the future.

Attorney Whitley noted the Cable Franchise Renewal Agreement with Comcast is very similar to the one that is about to expire in that it is for a 10-year term (the City is not required to renew for 10-years because this is an industry standard); the revenue terms that the Council can expect come from a franchise fee, which is set at 3.5% of Comcast's gross revenues. Federal Law does allow for a higher franchise fee, which is tapped at 5%. In his discussions with the former City Manager, the City Manager was content with continuing on another 10-year term and maintaining the 3.5% franchise fee (paid to the City by Comcast). The current agreement had language for public access channels, and his understanding is that Lebanon had not utilized those services, so it was removed from the proposed agreement. The former City Manager saw the draft and indicated it was acceptable to him and at that point it was sent to the Council to have this discussion and to set a Public Hearing. The Council is required to hold a Public Hearing before renewing the Franchise Agreement.

The Council discussed potentially increasing the franchise fee (to 5% from 3.5%) and what, based on Comcast's current revenue (from the City), that might translate into on an annual basis; the need to have Comcast's revenue for the City of Lebanon; the need to know whether or not Fidium offers channels like Comcast does, or do they only offer high speed internet; how part of the Public Hearing should be to seek

1 some input from the customers, who ultimately might bear the cost of the franchise fee increase; the
2 appropriateness of having Councilor Stavis asking Fidium questions on behalf of the Council (okay); and
3 how Comcast brought in +/- \$165K of revenues to the City through December of 2024.

4
5 Mayor Whittlesey questioned if Comcast's revenues to the City was for all the services they provided to
6 the City and asked how that was determined. Attorney Whitley noted it was limited to the Cable System
7 and referred the Council to the agreement on How Gross Annual Revenue was defined. It includes
8 monthly cable service, premium and pay per view, installation fees; leased access; advertising and home
9 shopping revenues on a pro/rated basis, and equipment rental fees.

10
11 The Council continued their discussions regarding the pros/cons of increasing the franchise fees and the
12 requested the dollar amounts for those fees (3.5% and 5.0%), how many residents receive cable bills, and
13 how many of Lebanon's residents use Comcast Cable vs. streaming. They also discussed being mindful
14 that this is not just cable access, it is also internet access because many customers get their internet access
15 through Comcast; how 146 residents, who did not have access to the internet, were provided high speed
16 internet access by Comcast; how the contract does not include internet access services; and, if the City
17 chooses to allow this contract to lapse (while Council further deliberates on it) or if the City and Comcast
18 cannot come to agreement, Comcast would no longer be obligated to provide services in the City.

19
20 For the Public Hearing, Mayor Whittlesey requested representatives from Comcast to be present and
21 provide a presentation on their services to the City including the following (based on their 3.5%):

- 22 • Comcast's gross annual revenue for Lebanon,
- 23 • The number of Lebanon subscribers that revenue was generated from, and
- 24 • The average cable bundle cost per month.

25
26 Mayor Whittlesey read the following to Council noting there is already an option to increase the fees:

27 28 SECTION 8.1-FRANCHISE FEE PAYMENTS

29 (a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a
30 Franchise Fee equal to three and a half percent (3.5 %) of Franchisee's Gross Annual Revenues,
31 derived during each year of this Franchise. The Franchising Authority shall have the option, to be
32 exercised by vote of the City Council at a public meeting, and made known to Franchisee in writing,
33 to increase the Franchise Fee by not more than one percent (1%) annually as described herein, not to
34 exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90)
35 days to implement the request.

36
37 Interim City Manager Woznak said the City would work on getting a Comcast representative(s) to attend
38 the July 16th Council meeting to answer questions from the public and the Council.

39 40 ACTION:

41 *Councilor McNamara MOVED, that the Lebanon City Council, pursuant to NH RSA 53-C:3-a, hereby*
42 *schedules a public hearing for Wednesday, July 16, 2025, beginning at 6:00pm in Council Chambers,*
43 *City Hall, and Remote Via the City's Virtual Platform, for the purpose of receiving public input and*
44 *taking action to authorize the City Manager to execute the Cable Franchise Renewal Agreement*
45 *between the City of Lebanon and Comcast, as presented in the July 2, 2025 City Council Agenda*
46 *Packet.*

47 *Seconded by Councilor Simon.*

48
49 **The Vote on the Motion was approved (7-0)*
50

1 **B. Discussion and Authorization for City Manager to Prepare and Execute Documents for**
2 **the Sale or Exchange of Lands between City of Lebanon and Anne and Gerald Rader for**
3 **City-Owned Property at 0 Winter Street, Tax Parcel 77-82, Lebanon**
4

5 Included in the agenda packet: *(All supportive documents and information can be found on pages 77-*
6 *93, Council agenda packet)*

- 7 1. May 6, 2025 email from Anne Rader to former City Manager Shaun Mulholland
8 2. June 19, 2025 Statement of Public Benefit for Sale of Portion of City-owned Land located at 0
9 Winter Street, Tax Map 77, Lot 82, Lebanon
10 3. Council Policy CC-102, Real Property Transactions
11

12 Deputy City Manager Brooks reviewed the background behind the proposal from Anne and Gerald
13 Rader and introduced Ms. Rader.
14

15 Ms. Rader came forth to discuss their options for acquiring the portion of land off of Winter Street,
16 including: 1) grant from the City, 2) land trade, or 3) purchase the property and the purchase price, in
17 order to determine which course of action to consider. She also spoke about her proposals to the City,
18 noting they wanted to put up a garage on the property and needed more property in order to do this.
19 She also noted that before a garage could be built, the land would need to be surveyed, which, after
20 doing research, could take up to a year to find a surveyor. She drew a few rough lines on the GIS map
21 (photo attachment below). Basically, we are requesting the triangle section of land between our house
22 and the road frontage on our property (what would be our front yard essentially). We are currently
23 managing the land (mowing the grass and Right-of-Way tree clearing). If needed, we would be willing
24 to offer the same amount of land on the side of our lot that is up against the Starr Hill Conservation
25 property (the other triangle on the map).
26

27 **BACKGROUND**

28 On May 6, 2025, Anne and Gerald Rader contacted the City Manager's Office to inquire about possibly
29 acquiring part of a City-owned parcel, Tax Map 77, Lot 82, located at 0 Winter Street, Lebanon
30 (outlined in blue in the image below). The Raders own the abutting parcel located at 54 Winter Street,
31 Tax Map 77, Lot 81 (outlined in orange in the image below).
32
33



34 The City-owned parcel is approximately 0.40 acres and includes part of the vehicular turnaround area
35 at the end of Winter Street but is otherwise vacant. The City parcel extends to within a few feet of the
36

1 Rader's home and is surrounded on three sides by the Rader's property, which is the only property that
2 directly abuts the City's parcel.

3
4 As part of the Rader's initial inquiry, they identified an area of approximately 6,200 square feet between
5 their home and the roadway for potential acquisition, which represents roughly 36% of the parcel area.
6 The Raders have also offered the possibility of trading an approximately equal amount of land in the
7 southwest corner of their property, which abuts the City's Starr Hill Conservation Area, so long as such
8 an exchange does not negatively impact their existing mortgage requirements.

9
10 Pursuant to Council Policy CC-102, Real Property Transactions, Section 4.1.2.A.4 (Conveyance to
11 Adjoining Property Owner(s)), the City Council may, by resolution, "sell or exchange any real property
12 or interest therein to any person who owns an interest in the same real property or who owns an interest
13 in adjoining real property. Sale or exchange shall require a determination by the City Manager that the
14 public benefit will be served by uniting ownership of the City's real property or real property interest
15 with the adjoining property." The City Manager's Office has prepared a Statement of Public Benefit in
16 support of the potential land conveyance.

17
18 The Department of Public Works has determined it does not need the entire City-owned parcel for its
19 purposes, as long as sufficient area remains for snow storage, drainage, and placement of signage.

20 **Council/Staff Comments:**

21 The Council and Ms. Rader discussed how Starr Hill is under a conservation deed and if the exchange, as
22 suggested, that the City would have to confirm that we can merge that bottom triangle with the Starr Hill
23 property and revise the Conservation language that applies; how it would be good to know whether or not
24 the current easement includes any properties not owned by the City; the difficulties (pros/cons) of land
25 swapping; providing enough square footage for a garage (for set-back rules, etc.); the reasons why it
26 would be simpler, for all involved, to do a purchase rather than a swap of land; and, whether or not the
27 City would consider taking over the maintenance of their land if not purchased.

28
29 Mayor Whittlesey spoke about his price estimate, noting it would run just under \$6,186., with the new
30 property assessment value included.

31
32 **ACTION:**

33 ***Councilor McNamara MOVED the following:***

34
35 ***RESOLVED, that in accordance with Council Policy CC-102, Real Property Transactions, the***
36 ***Lebanon City Council hereby authorizes the City Manager to prepare and execute documents for the***
37 ***sale of a +/-6,200 sq ft. (+/-0.14 Ac.) portion of City-owned property located at 0 Winter Street, Tax***
38 ***Map 77, Lot 82, Lebanon, approximately as depicted in the July 2, 2025 City Council Agenda Packet,***
39 ***to abutting property owners Anne and Gerald Rader, for the amount of \$6,200.00 (Six Thousand***
40 ***and Two Hundred Dollars & no cents) and to include any other appropriate conditions or***
41 ***requirements as may be deemed necessary.***
42 ***Seconded by Councilor Simon.***

43
44 ****The Vote on the Motion was approved (7-0).***
45

46 C. Discussion of South Main Street Dry Bridge Project Update and Bidding Requirements
47

1 Included in the agenda packet: **(All supportive documents and information can be found on pages 94-**
2 **95, Council agenda packet).**

3
4 Interim City Manager Wozmak noted the question before the Council is to consider, as we approach the
5 dry bridge reconstruction project, whether your interest would be to close the bridge totally during
6 construction in order to accomplish the construction in a shorter period of time and at less expense, or
7 whether you would want to advance the construction with one lane open, which adds a number of months
8 (+/- 6-7 months) and an additional \$3Million to the cost, of which the City would be on the hook for +/-
9 \$600K (it is an 80/20 construction project). Basically, is the bridge going to be open or closed? This is
10 the discussion tonight in anticipation of the Public Hearing input session on July 16, 2025.

11
12 Councilor McNamara spoke about his past experiences when bridge repairs were needed, noting all of the
13 businesses on Main Street in West Lebanon suffered. He also spoke about his experiences going through
14 a multi-year debate with the State on the Westboro Yard, which included the replacement of the Dry
15 Bridge. It is tragic to him that the railroad cannot seem to make a decision and when they do it is
16 nonsensical (i.e., There is some rail traffic that goes under the bridge about once each day and some days
17 there is nothing; during construction they want the City to have a full-time flagger to stop everything
18 when they go under the bridge to make sure construction does not interfere with railroad operations). He
19 thought the State's income for this year is +/- \$12K, which is nothing and is not benefiting anybody. He
20 felt one of the things the Council needed to discuss on July 16th is when we go to bid on this, will we be
21 asking the bidders for two (2) bids: 1. Closing the bridge, and 2. Keep the bridge open with one (1) lane
22 traffic. This may cost the City some bidders and explained his reasons why. He felt the Council should
23 make a decision on one or the other and not do a double bid.

24
25 Interim City Manager Wozmak noted that this is a construction project that may never happen because the
26 City might not get a contractor interested in it due to the railroad's insistence that they have unfettered
27 access (to the property) and want to keep the trains rolling within 15 minutes notice. He further explained
28 his reasonings.

29
30 City Engineer Brian Vincent reviewed the background behind the Dry Bridge Construction Project and
31 spoke in-depth about all the meetings and plans the City & railroad have been talking about over the last
32 10 months, noting that all of the City's proposals were rejected by the railroad. The last notice the City
33 received from the railroad is that they wanted both tracks operating 100% of the time during the duration
34 of construction and they refused to give the City an actual schedule of railroad operations.

35
36 Councilor McNamara added that in his experience, the NH DOT is either unwilling, or unable, to do
37 mediation or intervention in this matter.

38 **BACKGROUND**

39 The final plans, specifications, and estimates for the South Main Street Dry Bridge project are being
40 finalized for bidding and construction. Permitting for the bridge reconstruction project is also in the final
41 steps, and the project is expected to go out to bid in September 2025.

42
43
44 One of the challenges of this project is railroad coordination with respect to train operations during
45 construction. The NECR railroad had previously expressed some willingness to accommodate the project
46 during construction, including potential full-track closure during construction. However, in recent months,
47 the railroad has made it clear that they will not compromise railroad operations for this project. As such, in

1 order to work within the railroad ROW, the City's contractor will be required to accommodate all train
2 operations and agree not to interfere with any train movements for the duration of construction, on either of
3 the two tracks. This requirement obviously creates a substantial hardship for any prospective bidder,
4 particularly in combination with the City's desire to have an open roadway/bridge during construction.
5 Given these hardships, Public Works is concerned about the attractiveness of this project to prospective
6 bidders. In short, Public Works is concerned about receiving either high bids or perhaps no bids.

7
8 To enhance the attractiveness of this project to prospective bidders, Public Works recommends that the
9 project be bid with a base bid and an alternative bid option. The base bid option would consist of bridge
10 closure for approximately 12 months. The alternative bid option would consist of phased bridge construction
11 allowing the bridge to remain open for the duration of construction. Many of the constructability challenges
12 and hardships for bidders/contractors are removed or softened with the closed bridge option. In addition,
13 the construction schedule is expected to be shorter with the closed bridge option – the phased construction
14 schedule is estimated to be 28 months, but with bridge closure, this timeline may be reduced by 4 to 6 months.
15 The bridge closure option is also expected to save up to 25 percent of construction costs. The current
16 engineer's estimate with an open bridge for the duration of construction is \$16,050,000, including
17 Construction Engineering services.

18
19 Using this base bid and alternative bid concept, the City would establish a "value" for having an open bridge
20 during construction. If the difference between the lowest base bid (closed bridge) and the lowest alternative
21 bid (open bridge) is less than the established value, then the City would proceed with the alternative bid
22 (open bridge) option. If the difference between the bids is equal to or greater than the established value,
23 then the City would proceed with the base bid (closed bridge) option. However, in order to proceed with
24 the base bid and alternative bid concept, NHDOT and FHWA are requiring the City to establish the scoring
25 criteria and decision-making parameters *prior* to advertising the project for bidding.

26
27 Public Works requested that the City Council, in coordination with the City Manager's Office, establish the
28 value of having an open bridge during construction. Public Works recommended an amount on the order
29 of \$3 million dollars. In other words, if the difference between the base and alternative bids are less than
30 \$3 million dollars, then the project would be awarded to the lowest alternative (open bridge) bidder. If the
31 difference between the base and alternative bids are equal to or greater than \$3 million dollars, then the
32 project would be awarded to the lowest base (closed bridge) bidder.

33 34 **Council/Staff Comments:**

35 Councilor Simon concurred with Councilor McNamara's comments, noting this has been an ongoing
36 inability for someone with a big enough bat to step up and take a swing. Obviously, the City does not
37 have it. This is costing the taxpayers of Lebanon and the State of New Hampshire millions of dollars
38 while they (railroad) play this game of what can/cannot be done. It is funny they (railroad) shut down the
39 transloading, when there is a portable trans loader that operates there every day and has for the last year,
40 but nobody seems to know what they are transloading there. The City was going to put in a permanent
41 (trans loader) temporarily, at great cost to the City, to meet their (railroad's) original demands, that they
42 soon changed. It is just ridiculous that the State of NH, the NH DOT, the Governor's Office will not step
43 up and say to the railroad: Hey, enough is enough. If the bridge falls down tomorrow, who will bear that
44 liability: the State? The City? Probably not the railroad because they can do everything except fix the
45 bridge. He spoke about the access road (which was trimmed from the plan). He will defer (this
46 discussion) to his fellow citizens/residents on July 16th but felt that just shutting the Dry Bridge down
47 would help the project get done faster than the 14-month timeline projection.

1 Councilor Sykes would like to have Public Safety data (traffic patterns, etc.). Public Safety should have a
2 bearing on this discussion.

3
4 Mayor Whittlesey also suggested that City Staff reach out to the Public Schools and the Lebanon Housing
5 Authority, so they have an opportunity to provide public input, noting the schools had significant
6 disruptions when the Dry Bridge was first closed for emergency repairs.

7
8 City Engineer Vincent noted that during the emergency closure of the Dry Bridge, they set up a detour
9 package and that was followed by the community. They talked with the Police Department, the Fire
10 Department, the schools, and Advance Transit to give them notice that the Dry Bridge would be closing.
11 They all agreed this could be done, so we proceeded, as we had to because of the emergency situation.
12 Right now, we are talking about a 12-month period of closure, which will include holidays and summer
13 vacation season. The Dry Bridge has +/- 94K cars/day and those cars will need to go along Seminary Hill
14 to Exit 19 N/S or along Glen Road, which is not part of the detour package.

15
16 In response to Mayor Whittlesey's question, Mr. Vincent said the New England Railroad is owned by
17 Genesee & Wyoming Inc. (G&W) based out of Jacksonville, FL, and they use the railroad tracks.

18
19 In response to Councilor Stavis' question, Mr. Vincent stated that salt and fertilizer is transported to
20 Lebanon and then goes to Twin State Gravel for sale to either the State of New Hampshire or local
21 municipalities. He was uncertain where the fertilizer goes. Councilor Stavis then noted that the people of
22 the City are being held hostage by the interests of one private business, which did not seem right to her.
23 Perhaps some other avenues should be pursued, with due respect to all the other avenues that have already
24 been pursued. Mr. Vincent noted that the State of NH has helped the City a lot and we have exhausted
25 every opportunity that we can from a City Staff perspective and explained in detail what they have done.

26
27 Mayor Whittlesey questioned if a Special Assessment District could be created that follows the pathway
28 of the railroad from the Dry Bridge to the users of the railroad and assess the additional costs that the City
29 will incur to them. Deputy City Manager Brooks was uncertain and will look at the Statute, noting it is
30 arguable if the railroad will benefit from the Dry Bridge because they are not using the bridge. If the
31 bridge was part of the right of way, then that would be a different discussion. Mayor Whittlesey stated
32 the benefit would be the differential between the cost of shutting down the Dry Bridge and just filling it in
33 (proposed by the former City Manager) vs. this nonsense, and spoke about his reasonings, noting perhaps
34 this is something the City may want to consider.

35
36 Deputy City Manager Brooks noted that the railroad has had preferential treatment for 175 years or more
37 and in this country there are lots of regulations that just do not apply to them, and other things that only
38 apply to them, but he will look into getting some interpretation. He also spoke about the guidance that
39 Mr. Vincent received from the NH DOT. We have to figure out all the mechanisms of the bid process
40 and have that be part of the bids that go out and made publicly. We cannot decide this issue once we get
41 the bids back. We have to decide what is the benefit of keeping the road open and what that is worth to
42 the City. This needs to be done on July 16, 2025, because the next Council meeting in August is too late.

43
44 Mr. Vincent noted the language has been figured out with the bid. It has been approved by the State of
45 NH and the Federal Highway. What we do not have is what the value is to the City of Lebanon for the
46 duration of the Dry Bridge Construction.

1 The Council, Interim City Manager Wozmak and Mr. Vincent continued their discussions regarding the
2 bidding process and the pros/cons of keeping the Dry Bridge closed or open during construction, with
3 Councilor Stavis stating that when the notice (for the Public Hearing) is published, we should use as
4 many channels of communication as possible to get as many people here as possible, and when the
5 presentation is created it should be presented as a coherent story for the public (i.e., how the railroad is
6 costing the City money and preventing residents from being safe; preventing residents from traveling;
7 how this is not something the City is doing but this is something a private enterprise is doing to the City).

8
9 In response to Interim City Manager Wozmak's question, Mr. Vincent said the consultant for the railroad
10 is Benesch out of Boston, MA.

11
12 **ACTION:**

13 *Councilor Simon MOVED, that the Lebanon City Council hereby schedules a public input session for*
14 *Wednesday July 16, 2025 beginning at 6:00pm in Council Chambers, City Hall, and Remote via the*
15 *City's Virtual Platform, for the purpose of receiving public input on the South Main Street Dry Bridge*
16 *Replacement Project concerning the potential closure of the bridge for approximately 12 months of the*
17 *+/- 28 month construction period for cost saving reasons.*

18 *Seconded by Councilor McNamara.*

19
20 **The Vote on the Motion was approved (7-0).*

21
22 **D. Discussion and Set Public Hearing for July 16, 2025: Repeal of Certain Zoning Amendments**
23 **Approved on February 19, 2025**

24
25 Included in the agenda packet: **(All supportive documents and information can be found on pages 96-**
26 **107, Council agenda packet)**

- 27 1. Excerpt of February 19, 2025 City Council meeting minutes
- 28 2. Map Showing North Lebanon Community Plan/Route 120 Study Map Amendments
29 Approved on February 19, 2025
- 30 3. Amended Central Business District Table of Uses (Section 306) Approved on February
31 19, 2025
- 32 4. Amended Planned Business Park Regulations (Section 508) Approved on February 19, 2025

33
34 Deputy City Manager Brooks reviewed and explained the background and the history behind repealing
35 certain Zoning Amendments that were approved on February 19, 2025.

36
37 **BACKGROUND**

38 On February 19, 2025, the City Council held a public hearing to consider a number of zoning amendments
39 that had been kicked-off for review in October 2024. Following the February 19th public hearing, the City
40 Council took action to adopt a subset of the proposed zoning amendments, including action to rezone certain
41 lots within the Centerra Business Park from Light Industrial (IND-L) to Central Business (CB) District based
42 on recommendations from the Northern Lebanon Community Plan, which was completed in the Fall of
43 2024. At the same meeting, the Council voted to amend the Table of Uses for the CB District to include
44 Planned Business Parks as uses allowed by Conditional Use Permit (Sections 306 and 508.2), and to amend
45 the Planned Business Park regulations relative to allowed uses and permitted residential unit density (Section
46 508.2 and 508.4).

47
48 The remaining zoning amendments that were not addressed on February 19th, including other amendments

1 derived from the Northern Lebanon Community Plan, were continued to March 19th. However, prior to the
2 March 19th meeting, questions were raised as to whether the City properly complied with statutory notice
3 requirements. Although the Planning & Development Department believed it applied the statute correctly,
4 out of an abundance of caution, the Department requested that the City Council continue the remaining zoning
5 amendments related to the Northern Lebanon Community Plan for several months. The additional time was
6 used to notify all owners in the Route 120 corridor whose properties might be impacted by the proposed
7 amendments and to schedule additional public outreach sessions to discuss and explain the purpose, origin,
8 and the potential impacts of the amendments.

9 The pause in considering the zoning amendments also provided time for the Planning Department to engage
10 the Conservation Commission and Planning Board to work on a Northern Lebanon Environmental Overlay
11 District, which was another recommendation of the Northern Lebanon Community Plan. It was anticipated
12 that the Environmental Overlay District would be ready for review alongside the remaining zoning
13 amendments by mid-Summer. However, the preparation and review of the Environmental Overlay District
14 has generated extensive public comment and has taken much more time than was initially expected. At this
15 point, the Environmental Overlay District is not expected to be ready for review until at least late August
16 or September, when the Planning Department should be preparing for the next round of annual zoning
17 amendments.

18
19 The City administration has directed the Planning & Development Department to take the additional time
20 needed to adequately prepare and vet all of the proposed amendments derived from the Northern Lebanon
21 Community Plan. The Planning Department will continue to work with boards and committees, property
22 owners, and other stakeholders to prepare and evaluate the potential zoning amendments. Those zoning
23 amendments will be incorporated into the annual set of zoning amendments, which will be brought forward
24 to the City Council in October and reviewed during the Fall of 2025, for final consideration in January 2026.

25
26 When consideration of the remaining zoning amendments was originally delayed from March to June, the
27 Planning Department also paused the implementation and administration of the zoning changes that were
28 approved on February 19th with respect to certain lots within the Centerra Business Park. Now that aspects
29 of the overall Northern Lebanon Community Plan are being revisited and a much longer review period is
30 anticipated, the City administration recommends that the zoning amendments approved on February 19th
31 related to portions of the Centerra Business Park and Planned Business Park regulations, should be repealed
32 and restored to their pre- amendment status, in advance of the further drafting and review of the Northern
33 Lebanon Community Plan amendments.

34 35 **ACTION:**

36 *Councilor McNamara MOVED, that the Lebanon City Council hereby schedules a public hearing for*
37 *Wednesday, July 16, 2025, beginning at 6:00pm in Council Chambers, City Hall, and Remote via the*
38 *City's Virtual Platform, for the purpose of receiving public input and taking action on amendments to*
39 *the Lebanon Zoning Ordinance as follows:*

- 40 • *To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned*
41 *Business Park approved on February 19, 2025, by rezoning all properties within the Centerra*
42 *Planned Business Park back to Light Industrial (IND-L);*
- 43 • *To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses*
44 *approved on February 19, 2025, by removing Planned Business Park as a Use allowed by*
45 *Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and*
46 *508.2); and*
- 47 • *To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted*
48 *residential unit density approved on February 19, 2025, by removing language added to the*

1 ***Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 2, 2025***
2 ***City Council Agenda Packet.***
3 ***Seconded by Councilor Simon.***

4
5 ****The Vote on the Motion was approved (7-0).***
6

7 **E. Discussion of Zoning Amendment Petition and Competing Amendment Proposals for**
8 **Electric Vehicle (EV) Charging Requirements**
9

10 Included in the agenda packet: **(All supportive documents and detailed information, including a**
11 **signed petition that seeks to amend the Zoning Ordinance, specifically Section 607.8.C.2, which**
12 **pertains to the regulations for electric vehicle (EV) charging in multi-family dwellings, can be found**
13 **on pages 108-122, Council agenda packet)**

- 14 1. Letter and zoning amendment petition submitted by Jon Livadas, received on June 19, 2025.
15 2. Online Form submitted by Sherry Boschert, on behalf of the Lebanon Energy Advisory
16 Committee, dated June 19, 2025, including proposed zoning amendments.
17 3. Online Form submitted by Sherry Boschert, on behalf of the Lebanon Energy Advisory
18 Committee, dated June 19, 2025.
19

20 Deputy City Manager Brooks reviewed and explained the background behind competing amendment
21 proposal for Electric Vehicle (EV) charging requirement.
22

23 **BACKGROUND**

24 On June 19, 2025, the City Manager's Office received correspondence from Jon Livadas, including a
25 petition for amendments to Zoning Ordinance Section 607.8, Electric Vehicles. The petition was addressed
26 to the City Council and submitted in accordance with Zoning Ordinance Section 1000.2.C, Source of
27 Proposed Amendments, but does not purport to utilize the Citizens Binding Initiative procedure.
28

29 Subsequently, on June 19th, Sherry Boschert submitted comments to the City Council on behalf of the
30 Lebanon Energy Advisory Committee advocating for an alternative set of amendments to the same section
31 of the Zoning Ordinance, Section 607.8. The City administration is aware that discussion of prospective
32 amendments to Section 607.8 are also planned by the Economic Development Commission for its next
33 meeting in July.
34

35 Zoning Ordinance Section 1000.2, Source of Proposed Amendments, states: Amendments may be
36 proposed as follows:

- 37 B. From the City Council upon request by any Board or City official when the Council decides that
38 it is appropriate to go forward with such amendment.
39 C. By petition of any number of voters, provided however, that unless the petition is submitted
40 utilizing the "Citizens Binding Initiative" procedure contained in Section 419:23a of the
41 Lebanon City Charter, it will be within the sole discretion of the City Council as to whether or
42 not to proceed in any way with the requested amendment.
43

44 With respect to both sets of proposed amendments submitted to date, the Zoning Ordinance is clear that
45 it shall be up to the City Council to decide, in its sole discretion, whether it is appropriate to proceed in
46 any way with the requested amendment(s).
47

48 Since at least two (and possibly more) competing sets of amendments have been proposed to the same
49 section of the Zoning Ordinance, the City administration recommends that all such proposals should be

1 incorporated into the Planning & Development Department's annual zoning amendment procedure for
2 a thorough review and consideration this Fall rather than proceeding with one or more of them
3 individually.

4
5 This will take some time to work through, including staff time and a lot of coordination with different
6 interest groups and stakeholders.

7
8 **Council/Staff Comments:**

9 **Mr. Jon Livadas** was not present to speak about his proposed amendment recommendations.

10
11 **Ms. Sherry Boschert** came forth to represent LEAC (Lebanon Energy Advisory Committee) and spoke
12 about their proposed recommendations for Electric Vehicle (EV) charging requirements. She & LEAC
13 supported the proposal to become part of the Planning Department's annual review process of looking at
14 potential amendments. She commented on Mr. Livadas' proposal and his changes, then noted that what
15 LEAC is proposing is designed to save developers money, make EV charge more acceptable, and reduce
16 the demand on the electrical grid and explained her reasoning for each. She also spoke about the reasons
17 why there are EV charging regulations in the Zoning Ordinance and gave a history of EV charging, noting
18 that the City has a goal of reaching zero greenhouse gas emissions by 2050 and explained her reasonings
19 why she felt there is no chance of meeting this goal if we do not have these regulations.

20
21 **ACTION:**

22 ***Mayor McNamara MOVED that the Lebanon City Council hereby directs the City Manager to ensure***
23 ***that proposed amendments to Zoning Ordinance Section 607.8, Electric Vehicles, including those***
24 ***submitted by petition and from any board or committee, be included in the upcoming annual Zoning***
25 ***Amendment review process overseen by the Planning & Development Department.***
26 ***Seconded by Councilor Stavis.***

27
28 ****The Vote on the Motion was approved (7-0)***

29
30 **F. Discussion of Potential Amendment to Council Rules, §A191-8**

31
32 Included in the agenda packet: **(All supportive documents and detailed information can be found on**
33 **pages 123-131, Council agenda packet)**

34 **1. City Council Rules as adopted on April 16, 2025**

35
36 Assistant Mayor Wilkie reviewed the background and explained his reasons behind potentially amending
37 the Council Rules, §A191-8, noting it was brought to the Council's attention that when a comment is not accepted at
38 the time an agenda item is discussed, we are technically not following our own rules, which states that: "A member of
39 the public may speak on any item when it is taken up by the Council."

40
41 **BACKGROUND**

42 Assistant Mayor Wilkie recently raised a question about the Council's Rules, Section §A191-8, Order of
43 Business, and the Council's practice of accepting public comments.

44
45 Assistant Mayor Wilkie noted there is a current practice among the City Council of reserving the "Open to
46 Public" agenda item for topics that are "specifically not on a given night's agenda." This practice has resulted
47 in multiple instances where members of the public have felt that there is a moratorium on speaking on a
48 given agenda item, if it is not a public hearing item and if the mayor chooses not to accept public comment.

1
2 As a result, Assistant Mayor Wilkie requests that the Council discuss the Council Rules to
3 determine which of two procedures the Council would like to adopt as standard practice:

- 4 1. The Council changes § A191- 8. Order of business, agenda item 3, to read "...Any member of the
5 public who desires to speak on any **public hearing** item may do so..."
- 6 2. The Council retains its existing rules and affirms that any member of the public may speak on any
7 agenda item, even one which is not explicitly intended for public input.
8

9 The effect of the former would be to suggest that comments on other agenda items should be given during
10 the Open to Public agenda item, but to allow the Mayor to decline public comment on those agenda items
11 when they are taken up by the Council. The latter, by contrast, would carry the expectation that the Mayor
12 will accept public comment on any agenda item.
13

14 The City Council may amend its Rules through the process outlined in §A191-13.B, which states, "These
15 rules may be amended or new rules adopted by a two-thirds vote of all members of the Council. Any such
16 alterations or amendments shall be submitted in writing at the preceding regular meeting and shall be placed
17 on the calendar under the order of new business."
18

19 If there is support among the City Council for a proposed change, this amendment will be presented for
20 adoption at the July 16th meeting. Adoption requires a 2/3 vote of all members of the Council.
21

22 **Council/Staff/Public Comments:**

23 Mayor Whittlesey noted that after doing his research on NHMA (New Hampshire Municipal
24 Association), in the RSA, our obligation under the law is to provide for public comment on any duly
25 noticed public hearing item. This proposal is specifically more about the extended Council practice of
26 making sure our residents feel heard and to reduce subjectivity as to when we would allow public
27 comment on an item.
28

29 Councilor McNamara questioned taking the public's comments on public items early in the meeting,
30 when the Council has not heard the presentation, noting the public may not have the full picture at that
31 point and gave examples. He also wondered about the difference between Public Hearings and non-public
32 hearing because then everything becomes a Public Hearing. Mayor Whittlesey noted that if public
33 comments are taken during the Open to the Public Session, everyone still has a chance to provide their
34 input and further explained his viewpoint.
35

36 Assistant Mayor Wilkie spoke about his reasons why he felt the public should be allowed to speak on any
37 agenda item when it is taken up by the Council. The question is whether we change the rules and say the
38 Mayor has the opportunity to say no, we will not accept public comment on certain items, or whether we
39 keep the rules as is, which technically do require that we allow public input on any of these items.
40

41 **Ms. Sarah Riley (Ward 2)** spoke about her reasons why she felt public comments should be at the
42 beginning of the meeting, or at least having the Council do a double check to see if anyone from the
43 public who wants to testify is being left out (especially at the end of a very long meeting) and gave a
44 couple of examples of her experiences when she was not allowed to speak on an agenda item.
45

46 Deputy City Manager Brooks clarified that the amendment (to Council Rules) would be #1. The Council
47 changes § A191- 8. Order of business, agenda item 3, to read "...Any member of the public who desires to

1 speak on any **public hearing** item may do so..." This item will be proposed for the Council's vote on
2 July 16, 2025 under Old Business Item (not as a public hearing).
3

4 **Mr. Clifton Below (Ward-3).** He cautioned against requiring any public comment on an agenda item to
5 occur at the start of the meeting and spoke about his reasons. He also noted that during his tenure with
6 the Council he never felt there was ever a serious problem or that there were too many public comments
7 on non-public hearing items.
8

9 **Mr. John Collins (Ward 2).** He thought there was a way to structure the Council meetings so meetings
10 stay on time and suggested breaking the meetings into sections with limited comments and explained his
11 reasons and gave examples.
12

13 **Mr. Jay Simms (Ward-2):** He agreed with Mr. Below's proposal and spoke about his reasons why he
14 felt public comments should be taken up at the time the agenda item is taken up by the Council, noting it
15 is more effective.
16

17 The Council continued discussions regarding when public items should be taken up by the Council;
18 Providing a Public Input Section at the beginning of the meeting; encouraging clarity/transparency in the
19 Public Input Section; making sure that everyone is treated the same way and has the same opportunity (to
20 speak); the concept of adding intermission points for public comments after a couple of agenda have been
21 presented (i.e., announcing if there are any comments on what was presented so far...); the need to have
22 agendas be clear and consistent; changing the rules but still, as a general practice, allow public comments;
23 how every item that the Council discusses should be open for public discussion at some point and that
24 public discussion should be limited to a certain time period so the Council does not overextend
25 themselves and put agenda items into the future; how a Council meeting can be extended due to the
26 number of people who want to speak (i.e., in some instances there can be up to +/-50 people, who may
27 have repetitive comments); how we have rules now, let's follow them for now for simplicity; how
28 members of public could potentially be speaking during both the Open to the Public Section and then
29 again when that item is discussed because they feel the more times they make a comment the more they
30 are likely to prevail; and, the need for the Chair to exercise control over a meeting.
31

32 **ACTION: No Action Required At This Time. Action will be taken at the July 16, 2025 City**
33 **Council Meeting.**
34

35 **G.** Discussion and Set Public Hearing for July 16, 2025: Ordinance #2025-08, to Amend
36 City Code Chapter 31, Boards, Committees, Commissions, to Add West Lebanon
37 Revitalization Advisory Committee (WLRAC), Pedestrian & Bicyclist Advisory
38 Committee (PBAC), Tree Advisory Board (TAB), and to amend Article VII, Heritage
39 Commission
40

41 Included in the agenda packet: **(All supportive documents and information can be found on pages**
42 **132-138, Council agenda packet)**

43 1. Proposed Ordinance #2025-08
44

45 Deputy City Manager Brooks reviewed the background and the need for amending Ordinance #2025-08,
46 noting this still needs a legal review.
47

1 **BACKGROUND**

2 In April 2025, the City Council amended City Code Chapter 31, Boards, Committees, and
3 Commissions, to add the Lebanon Energy Advisory Committee (LEAC) to the City Code. LEAC had
4 been established by the City Council in 2007 but had never formally been adopted by ordinance into
5 Chapter 31.

6 It was noted at the time that other existing boards and committees were also not incorporated into Chapter
7 31, including the West Lebanon Revitalization Advisory Committee (WLRAC), the Pedestrian &
8 Bicyclist Advisory Committee (PBAC), and the Tree Advisory Board (TAB). The proposed Ordinance
9 #2025-08 would formally add each of these committees to Chapter 31.

10
11 In addition, a question about the membership of the Heritage Commission has recently come to light.
12 Pursuant to Article VII, §31-32, the Heritage Commission shall “consist of five members plus not more
13 than five alternate members as provided by law who shall be appointed by the City Council. One
14 Commission member shall be a member of the local governing body. One member may be a member
15 of the Planning Board. One Commission member shall be the City Historian as specified in §31-33G
16 below.”

17 At the present time, Councilor Nicole Ford Burley is the City Council’s representative to the (Heritage)
18 Commission, and also serves as the City Historian, having been reappointed to the position in June
19 2024. The current language of §31-32 does not appear to contemplate that either of the *ex officio*
20 members serving on behalf of the City Council or Planning Board might also serve as the City Historian.
21 As a result, there is some confusion about how many additional citizen member positions are available.

22
23 The proposed Ordinance #2025-08 seeks to clarify that in the event the City Historian position is held
24 by an *ex officio* member serving on behalf of the City Council or Planning Board, and said member would
25 only be deemed to occupy one voting position on the Heritage Commission, which would allow for an
26 additional citizen representative to be appointed as a regular member.

27
28 **Council/Staff Comments:**

29 Councilor McNamara suggested that the Public Hearing be set for August 20, 2025, due to the number of
30 items that will be discussed on July 16th.

31
32 **ACTION:**

33 ***Councilor McNamara MOVED, that the Lebanon City Council hereby schedules a public hearing for***
34 ***Wednesday, August 20, 2025, beginning at 7:00pm in Council Chambers, City Hall, and Remote via***
35 ***City’s Virtual Platform, for the purpose of receiving public input and taking action on proposed***
36 ***Ordinance #2025-08, to amend the Code of the City of Lebanon, Chapter 31, Boards, Committees and***
37 ***Commissions, to add the West Lebanon Revitalization Advisory Committee (WLRAC), the Pedestrian &***
38 ***Bicyclist Advisory Committee (PBAC), and the Tree Advisory Board (TAB), and to amend Article VII,***
39 ***Heritage Commission.***

40 ***Seconded by Assistant Mayor Wilkie.***

41
42 ****The Vote on the Motion was approved (7-0)***

43
44 THE CITY OF LEBANON ORDAINS AS FOLLOWS:

45
46 **ORDINANCE NO. 2025-08**

47 An Ordinance to Amend the Code of the City of Lebanon, Chapter 31, Boards, Committees and
48 Commissions, to add new sections for the West Lebanon Revitalization Advisory Committee, the

1 Pedestrian & Bicyclist Advisory Committee, and the Tree Advisory Board, and to amend Article VII,
2 Heritage Commission.

3
4 Section 1.

5 Chapter 31 of the Code of the City of Lebanon is hereby amended to add a new section, Article XV as
6 follows:

7 ARTICLE XV. West Lebanon Revitalization Advisory Committee

8
9 §31-57. Establishment; Membership; Qualifications.

10
11 A. On March 2, 2022, the City Council established the charge and membership for the West Lebanon
12 Revitalization Advisory Committee (WLRAC), comprised of seven (7) regular members, including one
13 City Councilor, one Planning Board representative, one Economic Development Commission
14 representative, two Ward 1 Residents, two Ward 1 Business Owners, and up to three alternate members.

15
16 B. Effective July 16, 2025, the membership of the Advisory Committee shall consist of one City Councilor
17 (to be appointed by the Mayor), one member of the Planning Board (to be appointed by the Board), one
18 member of the Economic Development Commission (to be appointed by the Commission), two Ward
19 1 Residents of the City, two Ward 1 Residents and/or Business Owners, and up to 3 Alternate members
20 representing Ward 1 Residents and/or Business Owners. The Resident and Business Owner
21 representatives shall be appointed by the City Council to terms of three years. The City Council,
22 Planning Board, and Economic Development Commission representatives shall serve for their
23 respective terms. The Mayor may, in lieu of appointing a City Councilor to the committee, ask the City
24 Council to appoint a suitable person to fill the position that would normally be filled by a City
25 Councilor. Not more than two (2) members of the Advisory Committee shall serve on any private civic
26 association(s) that might be created for the West Lebanon area, in order to avoid membership and Right-
27 To-Know conflicts, but to ensure adequate communication and coordination among the groups, as
28 appropriate.

29 C. In determining each member's qualifications, the appointing authority shall take into consideration the
30 appointee's demonstrated interest and ability to understand, appreciate and promote the purpose of the
31 West Lebanon Revitalization Advisory Committee.

32 §31-58. Purpose; Charge; Mission.

33
34 1. Work with and serve in an advisory capacity to the City Council, City Manager, and the Planning &
35 Development Department regarding the development, prioritization, and implementation of actions
36 and strategies for the revitalization and redevelopment of the Central Business District area of West
37 Lebanon as drawn from prior plans, reports, and studies related to West Lebanon, including but not
38 limited to: the December 2021 Action Plan for West Leb, the April 2020 West Lebanon Village
39 Visioning Charrette report, the West Lebanon CBD chapter of the 2012 Master Plan, and others.

40 2. Assist the Planning & Development Department with reviewing and updating the West Lebanon
41 Central Business District chapter (Ch. 4) of the Master Plan and to monitor and report on progress on
42 implementation efforts into the future.

43
44 3. Work with private civic associations to engage business owners and generate citizen interest and
45 commitment to the improvement of West Lebanon Village.

1
2 **ARTICLE XVI, Pedestrian and Bicyclist Advisory Committee**

3
4 **§31-59. Establishment; Membership; Qualifications.**

5 A. On September 7, 1994, the City Council established a Bicycle/Pedestrian Path Committee with members
6 appointed on October 5, 1994. The committee was renamed the Pedestrian and Bicyclist Advisory
7 Committee with a new charge established on September 20, 1995, and amended on October 5, 2005.
8 Membership for the renamed Advisory Committee was appointed on November 1, 1995, with subsequent
9 changes on March 15, 2006, September
10 17, 2014, and May 1, 2024.

11 B. Effective July 16, 2025, the membership of the Advisory Committee shall consist of one City Councilor
12 (to be appointed by the Mayor), one alternate City Councilor representative (to be appointed by the Mayor),
13 one member of the Planning Board (to be appointed by the Board), seven regular Citizen representatives,
14 and up to six alternate Citizen representatives. The regular and alternate Citizen representatives shall be
15 appointed by the City Council to terms of three years. The City Council and Planning Board representatives
16 shall serve for their respective terms. The Mayor may, in lieu of appointing a City Councilor to the
17 committee, ask the City Council to appoint a suitable person to fill the position that would normally be filled
18 by a City Councilor.

19
20 C. In determining each member's qualifications, the appointing authority shall take into consideration the
21 appointee's demonstrated interest and ability to understand, appreciate and promote the purpose of the
22 Pedestrian and Bicyclist Advisory Committee.

23
24 **§31-60. Purpose; Charge; Mission.**

25 A. The Pedestrian and Bicyclist Advisory Committee's mission is to help make the City of Lebanon more
26 safely walkable and bikeable by facilitating, enhancing, and encouraging safe pedestrian and bicyclist travel
27 and connectivity in the City of Lebanon. To this end, the Committee will:

- 28
29 1. Help complete the master plan for pedestrian and bicyclist facilities for presentation to the Planning
30 Board and City Council.
- 31 2. Coordinate, consult with, and advise City administration (Planning, Public Works, Recreation, Arts &
32 Parks, Manager) and City Boards (City Council, Planning Board, Public Safety Committee, and
33 Conservation Commission) on matters that may impact pedestrians and bicyclists, including reviewing
34 City and State public works projects with regard to accommodating pedestrians and bicyclists, assisting
35 with evaluation and preparation of funding applications (especially for the Transportation Enhancement
36 Program [TEP]), and following through on implementation.

37
38 Section 3.

39 Chapter 31 of the Code of the City of Lebanon is hereby amended to add a new section; Article XVII as
40 follows:

41 **ARTICLE XVII, Tree Advisory Board**

42
43 **§31-61. Establishment; Membership; Qualifications.**

44 A. On August 19, 2021, the City Manager established the Tree Advisory Board to provide support,

1 education and advocacy for trees in the City of Lebanon.

2
3 B. Effective July 16, 2025, Board members shall be appointed by the City Manager and consist of six
4 citizen members and one Conservation Commission member, who shall serve staggered 3-year terms.
5 Other City department staff (Recreation, Arts & Parks, Planning & Development, Public Works) shall
6 provide a liaison when appropriate.

7
8 C. In determining each member's qualifications, the appointing authority shall take into consideration
9 the appointee's demonstrated interest and ability to understand, appreciate and promote the purpose of
10 the Tree Advisory Board.

11
12 §31-62. Purpose; Charge; Mission.

13
14 A. The Tree Advisory Board shall provide support, education, and advocacy for trees in the City of
15 Lebanon. This Board was created by the City Manager and, working through the Department of
16 Public Works, the Board shall:

17
18 1. Promote tree health and vibrancy through proper planning, documentation, protection, education,
19 planting programs, and advocacy throughout the City, and communicate with other interested
20 boards annually.

21
22 2. Share educational resources to assist landowners with the establishment and care of trees on private
23 property.

24
25 3. Consult and coordinate with City administration and boards regarding existing policies and future
26 projects affecting trees. These include City and State public works and public utilities projects.

27
28 4. Establish policies for consideration and adoption by the City Manager that provide clear directives for
29 planting, maintaining, and/or removing trees from public spaces and rights of way.

30
31 5. Seek funding opportunities from organizations and individuals to support tree initiatives.

32
33 6. Partner with local utility companies to better understand their requirements, and to educate residents
34 of Lebanon about their rights and responsibilities with respect to trees and utilities.

35 7. Work with DPW to establish a GIS data collection system that treats trees in public spaces as critical
36 infrastructure. This includes data on urban tree canopy, heat islands, and flood prevention.

37
38 Section 4.

39 Article VII, Heritage Commission, of Chapter 31 of the Code of the City of Lebanon is hereby amended as
40 follows:

41 **ARTICLE VII, Heritage Commission**

42
43 **§31-32. ESTABLISHMENT; MEMBERSHIP; QUALIFICATIONS.**

44 A. As provided in RSA 673:1 and in accordance with RSA 673:4-a, there is hereby established a
45 Heritage Commission, to consist of five members plus not more than five alternate members as
46 provided by law who shall be appointed by the City Council.

1 B. One Commission member shall be a member of the local governing body. One member may be a
2 member of the Planning Board. One Commission member shall be the City Historian as specified
3 in § 31-33G below. In the event the City Historian position is held by a Commission member
4 representing the local governing body or the Planning Board, such member shall be deemed to
5 occupy only one voting position on the Commission for purposes of determining quorum or vacant
6 membership positions. The regular and alternate citizen representatives shall be appointed by the
7 City Council to terms of three years. The City Council and Planning Board representatives shall
8 serve for their respective terms. The Mayor may, in lieu of appointing a City Councilor to the
9 committee, ask the City Council to appoint a suitable person to fill the position that would normally
10 be filled by a City Councilor. The City Council shall act within 60 days to fill vacancies and
11 unexpired terms. All members shall be residents of the City of Lebanon.
12

13 ~~A.~~C. In determining each member's qualifications, the appointing authority shall take into
14 consideration the appointee's demonstrated interest and ability to understand, appreciate and promote
15 the purpose of the Heritage Commission.
16

17 Section 5. Severability

18 The provisions of this ordinance are delated to be severable, and if any section, subsection, sentence,
19 clause or part thereof, for any reason, is held to be invalid or unconstitutional by a court of competent
20 jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences,
21 clauses or part of this ordinance.
22

23 Section 6. Effective Date

24 **This Ordinance shall become effective upon passage.**
25

26 12. City Manager Report:

27 Interim City Manager Wozmak updated the Council on the following:

- 28 • Landfill leachate flows (run off).
- 29 • Main Street properties in West Lebanon
- 30 • Second water source for Lebanon, NH
- 31 • Councilor Sykes requested the Interim City Manager look into the cemetery stones that have
32 been overturned at Glenwood Cemetery and also questioned why the fountains in Downtown
33 Lebanon are not working.
34

35 *Councilor Sykes MOVED to extend the meeting until 10:30 PM*

36 *Seconded by Councilor McNamara.*

37 **The Vote on the MOTION was approved (7-0).*
38

39 13. NON-PUBLIC SESSION:

40 **H. RSA 91-A:3, II(b) – The hiring of any person as a public employee.**
41

42 *Assistant Mayor Wilkie MOVED to go into Non-Public Session for the purpose of discussing RSA 91-*
43 *A:3, II(b) – The hiring of any person as a public employee.*

44 *Seconded by Councilor Stavis.*
45
46

1 **ROLL CALL VOTE:**

2 *Voting Yea: Assistant Mayor Wilkie and Councilors N. Ford Burley, McNamara, Stavis, Simon, Sykes,*
3 *and Mayor Whittlesey.*

4 *Voting Nay: NONE*

5 *Absent from vote: Councilors Heistad and Zook*

7 **The Vote on the Motion was approved (7-0)*

9 **The Council went into a Non-Public Session at 10:00 PM**

11 *Councilor McNamara MOVED to come out of Non-Public Session.*

12 *Seconded by Councilor Simon.*

14 **ROLL CALL VOTE:**

15 *Voting Yea: Assistant Mayor Wilkie and Councilors N. Ford Burley, McNamara, Stavis, Simon, Sykes,*
16 *and Mayor Whittlesey.*

17 *Voting Nay.*

18 *Absent from vote: Councilors Heistad and Zook*

20 **The Vote on the Motion was approved (7-0).*

22 **The Council came out of Non-Public Session at 10:23 PM**

24 **The Council was back in Public Session.**

26 **14. ADJOURNMENT:**

28 *Councilor McNamara MOVED for adjournment.*

29 *Seconded by Councilor Simon.*

31 **The Vote on the MOTION was unanimously approved (7-0).*

33 **The meeting was adjourned at 10:24 PM.**

35 Respectfully submitted,

36 Dona E. Gibson

37 Recording Secretary

**Agenda
Lebanon City Council
July 16, 2025**

9. Appointments:

Appointments

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

- Heritage Commission, Brian Ware (Alternate Member)

Included in this Section:

1. Memo from City Clerk/Tax Collector Jaseya Ewing dated July 16, 2025



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

MEMORANDUM

DATE: July 16, 2025
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.

Heritage Commission

- **Brian Ware** – Appointment as an Alternate Member for a three-year term.
Term: 7/2025-7/2028
Interviewed By: Councilor Nicole Ford Burley

CLBD-25-9

 Brian Ware

Submitted On: Jun 4, 2025

Applicant Information

First Name

Brian

Last Name

Ware

Contact Phone Number

Contact Email

Mailing Street Address

Mailing City, State, Zip

How long have you resided in Lebanon?

0-1 Year

--

2-5 years

6-15 years

--

true

15 or more years

--

Board/Committee/Commission Information

Is this application for a reappointment?

Yes, this is for reappointment.

--

No, this is not for a reappointment.

true

For which board, committee, or commission are you applying?

Please note that City Council positions are elected positions. Those interested in serving on the City Council must file with the City Clerk’s office during the designated filing period prior to the March election of each year. The filing period information will be listed on the Elected Position Filing Information (<https://lebanonnh.gov/1835/Elected-Position-Filing-General-Informat>) page.

Arts & Culture Commission

--

Board of Cemetery Trustees

--

Class VI Roads Advisory Committee

--

Conservation Commission

--

Diversity, Equity, and Inclusion Commission

--

Economic Development Commission

--

Downtown Lebanon TIF Advisory Board

--

Heritage Commission

true

Lebanon Airport-Tech Park TIF Advisory Board

--

Library Board of Trustees

--

Planning Board

--

West Lebanon Revitalization Advisory Committee

--

Lebanon Energy Advisory Committee

--

Pedestrian & Bicyclist Advisory Committee

--

Tree Advisory Board

--

Zoning Board of Adjustment

--

Interest to Volunteer

Briefly describe your qualifications and your reasons for seeking an appointment to this board/committee/commission

1. Previously served on the Lebanon Board of Assessors for 4 years until the board was discontinued.
2. Worked the West Leb city elections (Ward 1) at the Kilton. Was elected as a Ward 1 Supervisor of the Checklist for 2 years.
3. Bought a historic Lebanon house (2017)out of foreclosure and renovated it. I live there currently.
4. I lived in St Louis Mo for several years and I was on the Affton Historical Society board for 6 years.Affton is a St Louis suburb.
5. I'm a 1969 graduate of Lebanon High School.
6. Reason: You get the city that you work for. Lebanon is a pretty nice place but it can always use improving.

Policy Acknowledgement

If appointed as a member of a City of Lebanon Board, Committee or Commission, I acknowledge I have read and understand City Council Policy, CC-108, Ethics and Conflict-of-Interest for Elected and Appointed Officials.

true

If appointed as a member of a City of Lebanon Board, Committee or Commission, I acknowledge I have read and understand City Council Policy, CC-104 and City Code Chapter 185, Welcoming Lebanon.

true

Signature

Basic Requirements to Volunteer on a Board/Committee/Commission:

Lebanon/West Lebanon resident (except for those boards/committees/commissions 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

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

Signature

true

Councilor Interview Report Form

Councilor Name: Nicole Ford Burley Date of Interview: 7/8/2025

Applicant Name: Brian Ware

Board(s) to Which Applied: Heritage Commission

 Regular Seat X Alternate Seat

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

(If yes, indicate date of meeting.) Date: 6/1/2025

Recommend Appointment: X Yes No

 Regular Seat X Alternate Seat

General Comments:

(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 gather people together to respect Lebanon's heritage and residents' common bonds. The Commission should work to make Lebanon a better place to live.

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, his schedule is flexible

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?

Brian has previously served on Lebanon's Board of Assessors and on the board of the Affton (Missouri) Historical Society.

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?

Sure, he'd be interested in attending occasional seminars.

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?

Not likely. There could be a potential conflict as Brian owns a home on Crafts Avenue.

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

Trying to help historic homeowners. It's important to recognize the beauty and creativity of historic houses and past eras, and to help homeowners preserve them.

7) What do you think are the key opportunities for this Board/Committee?

The top opportunity is the Soldiers Memorial; we should support having the building open, offering tours, and getting residents inside to see the artifacts and learn. The building has great educational value.

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

Increased outreach to historic property owners. Many owners see the Heritage Commission as a hurdle, not as partners in preservation and historic appreciation.

Specific Questions for Applicants to Land-Use Boards:

Zoning Board of Adjustment:

1) Have you ever appeared before a zoning board, personally or through a representative?

2) Do you have any personal or professional knowledge or background in the area of zoning law?

Agenda

Lebanon City Council

July 16, 2025

10. Public Hearing Items:

10.A – Acceptance of the Cable Franchise Renewal Agreement with Comcast, and Authorization for City Manager to Execute Said Agreement

A public hearing for the purpose of receiving public input and taking action to accept the Cable Franchise Renewal Agreement with Comcast and to authorize the City Manager to execute said Agreement.

The City Council scheduled this public hearing at its July 2, 2025 regular meeting. The public hearing was properly noticed in the *Valley News* on July 5, 2025 in accordance with City Code and State Law.

Background

In August 2015, the City entered into a Cable Television Franchise Renewal Agreement with Comcast. The Franchise Renewal Agreement included a 10-year term, beginning on August 19, 2015 and expiring on August 18, 2025.

In January 2025, Comcast reached out to the City to begin negotiations for the renewal of the Cable Franchise Agreement. Attorney Steven Whitley of Drummond Woodsum coordinated the review and update of the prior Franchise Agreement on behalf of the City.

As proposed, the Franchise Renewal Agreement will be for another 10-year term, from August 19, 2025 through August 18, 2035. The franchise fee payment is proposed to remain at 3.5% of the franchisee's gross annual revenues from cable system operations within Lebanon.

Monica Thibault, Comcast's Manager of Government Relations, has indicated that Comcast's gross revenue for Lebanon for 2024 was about \$3.9 million dollars, with the 3.5% franchise fee totaling about \$136,700. She also noted that while the number of cable subscribers changes monthly, there were 2,233 subscribers in Lebanon as of May 2025. Ms. Thibault is expected to be available to answer any questions about the current franchise agreement and the proposed renewal.

Pursuant to NH RSA 53-C:3-a, the Council has scheduled this public hearing to receive public input and take action on the proposed draft agreement.

Action:

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

MOVED, that the Lebanon City Council, pursuant to NH RSA 53-C:3, hereby adopts the proposed Cable TV Franchise Renewal Agreement with Comcast, as presented in the July 16, 2025 City Council Agenda Packet, with a term of 10 years, and franchise fees at the rate of 3.5% of Comcast's gross annual revenues from the operation of the cable TV system in Lebanon, and hereby authorizes the City Manager to execute said Cable TV Franchise Renewal Agreement between the City of Lebanon and Comcast.

Included In This Section:

1. Draft Renewal Cable Television Franchise for Lebanon, New Hampshire
2. Notice of Public Hearing as Published in the July 5, 2025 edition of the *Valley News*

CABLE TELEVISION FRANCHISE

GRANTED BY:

**CITY OF LEBANON,
NEW HAMPSHIRE**

GRANTED TO:

**COMCAST OF CONNECTICUT/ GEORGIA/
MASSACHUSETTS/ NEW HAMPSHIRE/ NEW
YORK/ NORTH CAROLINA/ VIRGINIA/
VERMONT, LLC,**

TERM: AUGUST 19, 2025 – AUGUST 18, 2035

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**CITY OF LEBANON, NH
FRANCHISE INTRODUCTION**

WHEREAS, the Franchising Authority of the City of Lebanon, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the City of Lebanon; and

WHEREAS, The Franchising Authority determined that the proposed Renewal Franchise is adequate to meet the future cable-related community needs and interests of Lebanon pursuant to 47 U.S.C. Section 546(h), conducted a public hearing and there has been opportunity for public comment on the proposed Renewal Franchise, on _____ 2025; and

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the City the authority to grant a Franchise for cable system operation within the City's territorial boundaries, the City hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the City of Lebanon.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Access Provider: The entity as may be designated from time to time by the Franchising Authority for the purpose of operating and managing Public, Educational and Governmental Access channel capability, facilities, training and programming for Lebanon Subscribers.

(b) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person, excluding any entity that is not involved with the use, business, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems, such as NBC Universal

(c) Basic Cable Service or Service - means the lowest tier of service which includes the retransmission of local television broadcast signals, Access Programming channels and other signals or services required by the FCC or the Cable Act.

(d) Cable Act - means the Cable Communications Policy Act of 1984, Public Law No. 98- 549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(e) Cable Television System , Cable System or System - means the facility owned, constructed, installed, operated and maintained by Franchisee in the City of Lebanon, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that

is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Cable Service - means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) City – means the City of Lebanon, New Hampshire.

(h) Complaint: Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast’s operation of its Cable System that is within Comcast’s control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(i) Drop - means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(j) Dwelling Unit - means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household.

(k) Effective Date – means August 19, 2025

(l) FCC – means the Federal Communications Commission or any successor governmental entity.

(m) Franchising Authority – means the City Council of the City of Lebanon, New Hampshire, or the lawful designee thereof.

(n) Franchise – means this Renewal Franchise Agreement and any amendments or modifications in accordance with the terms herein.

(o) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(p) Franchisee – means Comcast of Connecticut/ Georgia/ Massachusetts/ New Hampshire/ New York/ North Carolina/ Virginia/ Vermont, LLC or any successor or transferee in accordance with the terms and conditions in this Franchise.

(q) Gross Annual Revenue – means the Subscriber revenue received by the Franchisee from the operation of the Cable System in the City of Lebanon to provide Cable Services, calculated in accordance with generally accepted accounting principles (GAAP), including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, leased access fees, advertising and home shopping revenues on a pro rata basis, and equipment rental fees. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro rata portion of advertising revenues paid to the Cable System by an Affiliate, for the Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(r) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(s) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(t) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the City of Lebanon Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them; (ii) “Governmental”: Non-commercial programming produced by City of Lebanon

departments or agencies and other non-commercial programming offered by them or a duly authorized designee; (iii) “Public”: non-commercial programming produced by the residents of the City of Lebanon, or produced by an Access Provider or non-profit corporation operating within the City of Lebanon, and other non-commercial programming.

(u) PEG Access User: A Person utilizing PEG Access facilities for purposes of production and/or transmission of PEG Access programming as opposed to utilization solely as a Subscriber.

(v) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(w) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Lebanon individuals and/or organizations wishing to present non-commercial Public Access programming and/or information to the public.

(x) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or administrative purposes, and shall not include buildings owned by Franchising Authority or a school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(y) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the City of Lebanon, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the City of Lebanon for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the

use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(z) Renewal Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(aa) Signal – mean any transmission which carries Programming from one location to another.

(bb) Standard Installation – means the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

(cc) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(dd) Subscriber Network – means the Trunk and Distribution System and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ee) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(ff) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Comcast of Connecticut/ Georgia/ Massachusetts/ New Hampshire/ New York/ North Carolina/ Virginia/ Vermont, LLC a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Lebanon. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on August 19, 2025 and shall expire at midnight on August 18, 2035.

SECTION 2.3 - RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to

grant one or more additional franchises to other Cable Service providers within the City for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the City, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the City to approve the location of all installations in the Public Ways, and subject to the City's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and in accordance with the requirements

of RSA 72:23, I(b), Franchisee using or occupying property of the state or of a City, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee or any other entity using or occupying such property pursuant to this Franchise. Pursuant to the provisions of this section and subject to the provisions of Section 8.8 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Renewal Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 8.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 8.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes. The parties agree to abide by any final decision made by a court of competent jurisdiction, after all appeals by either party have been exhausted.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee, subject to Section 3.1 (c) below, shall make Cable Service available in the City, upon request, to residents in Dwelling Units on Public Ways and Private Roads.

(b) The Franchisee shall make Cable Service available to every residential Dwelling Unit in the City in accordance with Section 3.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and multiple dwelling units (“MDU”) access agreements and will comply with applicable State laws and regulations.

(c) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all areas of the City containing twenty (20) Dwelling Units or more per aerial mile or forty (40) Dwelling Units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable signal can be obtained. However, if there is suitable available conduit to be used for the underground Cable Plant extension, then the density for underground installation will be twenty (20) Dwelling Units per underground mile. For purposes of this section, a home shall only be counted as a “Dwelling Unit”, if such home is within one hundred twenty-five (125') feet of the Public Way.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than one hundred twenty-five (125') feet from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than one hundred twenty-five (125') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to

the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than one hundred twenty-five (125') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) The Cable Television System shall be further extended to all remaining areas in the City that do not meet the requirements of Section 3.1(c) above upon the request of Dwelling Unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of Dwelling Units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the City;

* P equals the twenty (20) Dwelling Units per aerial or forty (40) Dwelling Units per underground mile of aerial plant or twenty (20) Dwelling units per underground mile if there is suitable available conduit; and

* SC equals the per Dwelling Unit contribution in aid of construction in the line extension area.

(f) Any Dwelling Unit owner located in an area of the City without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) Dwelling Units per aerial or forty (40) Dwelling Units per underground mile or twenty (20) Dwelling Unites underground if there is suitable available conduit, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of Dwelling Units in the area and shall inform the requesting Dwelling Unit owner of the contribution in aid of construction (see Section 3.1 (e) above) that will be charged. The Franchisee shall apply for all necessary permits and pole

attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating Dwelling Units. Cable Service(s) shall be made available and fully activated to all requesting Dwelling Units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(g) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the City.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.1601, 76.1602, 76.1603 and 76.1619, as they may be amended. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System (“EAS”) regulations.

SECTION 3.5 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

SECTION 3.6 – GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

The parties agree that Franchisee will continue to provide basic cable service to the locations identified in **Exhibit A** at no charge to the City and has the right in accordance with applicable law to deduct the marginal cost of those services from franchise fees. Franchisee will notify the City if it intends to implement said offset and the marginal cost of those services at least sixty (60) days prior to doing so.

Subject to the provisions herein the Franchisee shall provide, as directed in writing, by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.1(d), (ii) one Outlet, and (iii) the Basic Cable Service to all municipal and public school buildings which are listed in **Exhibit A** hereto and are located along the Cable System trunk and distribution system. The obligation of Franchisee to provide standard installation of drops, Outlets and Basic Cable Service shall apply specifically to municipal and public school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise, which shall be wired within ninety (90) days of delivery of a written request from the Franchising Authority to Franchisee. The Franchisee shall consult with the Franchising Authority or its designee to determine the appropriate location of each Drop and Outlet prior to the installation of the service.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The City reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions

of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the City at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the City.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the City shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall adhere to the applicable performance standard set by the FCC.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, and/or unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the City. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State

law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way. In the event that such public or private funds are not available for the project, Franchisee reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) In any area of the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any City bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the City.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.6 - PLANT MAPS

Upon written request by the City, Franchisee shall provide to the City an up to date franchise area map of the City, which will show those areas in which its facilities exist. Upon written request by the City, Franchisee shall provide updated franchise area maps annually.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the City.

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of twenty-four (24) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit **B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

SECTION 6.2 - CONSUMER COMPLAINT

Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints.

SECTION 6.3 - SERVICE INTERRUPTIONS

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will upon request grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 6.4 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.5 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall

agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall timely notify Franchisee of such request and provide Franchisee a reasonable opportunity to file in court to prevent said disclosure; if no such court filing occurs within that timeframe or the court allows the disclosure, Franchising Authority shall not be deemed in violation of this Agreement.

SECTION 6.6 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee and bearing a picture of said employee. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles which have direct contact with customers shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the City shall reasonably inform the City’s Police Department of the general work location within the City and provide relevant vehicle identification prior to commencing such work.

SECTION 6.7 - TERMINATION OF SERVICE

(a) In the event a Subscriber’s Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating, Subscriber has provided Franchisee a forwarding address and returned any equipment the

subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.

ARTICLE 7

PRICES & CHARGES

SECTION 7.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee *or* any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1-FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to three and a half percent (3.5 %) of Franchisee's Gross Annual Revenues, derived during each year of this Franchise. The Franchising Authority shall have the option, to be exercised by vote of the City Council at a public meeting, and made known to Franchisee in writing, to increase the Franchise Fee by not more than one percent (1%) annually as described herein, not to exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90) days to implement the request.

(b) Franchisee's payments to the City shall be made on a quarterly basis forty-five (45) days after the close of the previous quarter. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

(c) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues.

(d) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which Franchisee shall direct Franchise Fees due hereunder.

(e) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the

Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars (\$1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the City shall remit back to the Franchisee such overpaid amounts in a timely manner.

SECTION 8.2 – INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority within (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.3 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be

no less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon written request.

(e) Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.3 and without submitting insurance certificates to the Franchising Authority verifying that Franchisee has obtained such alternative insurance. Franchisee shall provide the Franchising Authority with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

SECTION 8.4 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the City with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 8.8 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other

improvements;

- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the City; and
- (v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 8.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 8.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

SECTION 8.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.7 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the City Council, after notice and opportunity to cure pursuant to Section 8.8 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 8.4 (Performance Bond) or to maintain insurance as described in Section 8.3 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the City Council, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;

- (d) For any transfer or assignment of the Franchise made in violation of Section 8.9 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;
- (f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date.
- (g) The City shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate.
- (h) Except as to subsection (e) above:
 - (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
 - (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 8.8 - NOTICE AND OPPORTUNITY TO CURE

In the event the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

- (a) respond to the Franchising Authority in writing, contesting the Franchising

Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. Provided the efforts succeed to cure the default, as determined by the Franchising Authority, the Franchising Authority shall issue a written acknowledgement within thirty (30) days after Franchisee's notice that it cured said default.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to schedule a public hearing pursuant to Section 8.8(c) above; and/or (ii) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 8.9 - TRANSFER OR ASSIGNMENT

The Franchisee shall not sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.10 - REMOVAL OF SYSTEM

- (a) Upon lawful termination or revocation of this Franchise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense or it shall be deemed abandoned to the City.
- (b) During the term of the Agreement, if Franchisee decides to abandon or no longer use all or part of its Cable System, it shall give the Franchising Authority written notice of its intent at least ninety (90) days prior to the announcement of such decision, which

notice shall describe the property and its location. Upon Franchisee's abandonment of the Cable System, the Franchising Authority shall have the right to either require Franchisee to remove the property, remove the property itself and charge Franchisee with the reasonable costs related thereto.

- (c) Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 8.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 8.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

SECTION 8.13 - ANNUAL CITY REVIEW AND REPORT

(a) At the City's written request the Franchisee will attend an annual meeting with the City Council or its designee to review compliance with the terms of this Franchise and matters of

interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the City's written request, Franchisee shall submit an annual report in the form attached as **Exhibit C**.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 9.2 - FORCE MAJEURE

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

City of Lebanon
Attn: City Manager
51 N. Park Street
Lebanon, NH 03766

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc., Attn: Government Relations
222 New Park Drive
Berlin, CT 06037

with copies to: Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 9.5 – CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such sections shall not affect the meaning or interpretation of the Franchise.

SECTION 9.6 - APPLICABILITY OF FRANCHISE

All of the provisions in this Franchise shall apply to the City, Franchisee, and their respective successors and assigns.

SECTION 9.7 – WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee:

- (a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;
- (c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of _____, 2025 by the City of Lebanon, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Connecticut/ Georgia/ Massachusetts/ New Hampshire/ New York/ North Carolina/ Virginia/ Vermont, LLC.

CITY OF LEBANON, NH

By:

Jack Wozmak, Interim City Manager
Duly Authorized

COMCAST OF CONNECTICUT/ GEORGIA/ MASSACHUSETTS/ NEW HAMPSHIRE/ NEW YORK/ NORTH CAROLINA/ VIRGINIA/ VERMONT, LLC

By:

Carolyn Hannan
Regional Senior Vice President
New England Region

EXHIBIT A

COURTESY DROPS TO PUBLIC AND SCHOOL BUILDING ON THE CABLE SYSTEM*

WEST LEBANON:

Municipal Airport Terminal

West Lebanon Fire Station (Station 2)

Kilton Public Library

Mount Lebanon School

LEBANON:

Police Station

Fire (Station 1)

Lebanon Public Library

City Hall

Water Treatment Plant

Public Works Facility

Lebanon Middle School

Hanover Street School

Lebanon High School

ADDRESS:

5 Airpark Road #1

63 Main Street

80 Main Street

5 White Avenue

ADDRESS:

36 Poverty Lane

12 South Park Street

9 E. Park Street

51 N. Park Street

65 Pumping Station Road

195 Dartmouth College Highway/Rt 4

3 Moulton Avenue

193 Hanover Street

195 Hanover Street

*And, subject to Section 3.6, supra, any and all new municipal buildings and/or public schools that are constructed or put into use during the term of this Renewal Franchise.

EXHIBIT B
PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

EXHIBIT C
ANNUAL REPORT

CITY of LEBANON for _____ [Year]

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: \$ _____

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 125 feet from existing
plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

July 8, 2025



**LEBANON CITY COUNCIL
NOTICE OF PUBLIC HEARINGS
Wednesday, July 16, 2025 - 6:00pm
Council Chambers, City Hall or
REMOTE VIA VIRTUAL PLATFORM
LebanonNH.gov/LIVE**

The Lebanon City Council will hold public hearings on July 16, 2025, beginning at 6:00pm for the following:

- A. Comcast Franchise Renewal Agreement – Public hearing for the purpose of receiving public input and taking action to authorize the City Manager to execute the Cable Franchise Renewal Agreement with Comcast.
- B. Repeal of Certain Zoning Amendments Approved on February 19, 2025 – Public hearing for the purpose of receiving public input and taking action on amendments to the Lebanon Zoning Ordinance as follows:
 - 1. To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned Business Park approved on February 19, 2025, by rezoning all properties within the Centerra Planned Business Park back to Light Industrial (IND-L);
 - 2. To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses approved on February 19, 2025, by removing Planned Business Park as a Use allowed by Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and 508.2); and
 - 3. To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted residential unit density approved on February 19, 2025, by removing language added to the Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 2, 2025 City Council Agenda Packet.
- C. Ordinance #2025-08 - A public hearing for the purpose of receiving public input and taking action to amend City Code Chapter 31, Boards, Committees & Commissions, to Add the West Lebanon Revitalization Advisory Committee (WLRAC), Pedestrian & Bicyclist Advisory Committee (PBAC), Tree Advisory Board (TAB), and to Amend Article VII, Heritage Commission

The July 16, 2025 City Council agenda packet and documents pertaining to the abovedescribed public hearings will be available on the City's website beginning July 11, 2025: 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.

NE-489193

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, July 5, 2025.

Jaseya Ewing, City Clerk

Agenda Lebanon City Council July 16, 2025

10. Public Hearing Items:

10.B – Repeal of Certain Zoning Amendments Approved on February 19, 2025, Related to Centerra Planned Business Park, the Central Business (CB) Zoning District Regulations, and Planned Business Park Regulations

A public hearing for the purpose of receiving public input and taking action on amendments to the Lebanon Zoning Ordinance as follows:

1. To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned Business Park approved on February 19, 2025, by rezoning all properties within the Centerra Planned Business Park back to Light Industrial (IND-L);
2. To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses approved on February 19, 2025, by removing Planned Business Park as a Use allowed by Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and 508.2); and
3. To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted residential unit density approved on February 19, 2025, by removing language added to the Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 16, 2025 City Council Agenda Packet.

The City Council scheduled this public hearing at its July 2, 2025 regular meeting. The public hearing was properly noticed in the *Valley News* on July 5, 2025 in accordance with City Code and State Law.

Background

On February 19, 2025, the City Council held a public hearing to consider a number of zoning amendments that had been kicked-off for review in October 2024. Following the February 19th public hearing, the City Council took action to adopt a subset of the proposed zoning amendments, including action to rezone certain lots within the Centerra Business Park from Light Industrial (IND-L) to Central Business (CB) District, based on recommendations from the Northern Lebanon Community Plan, which had been completed in the Fall of 2024. At the same meeting, the Council voted to amend the Table of Uses for the CB District to include Planned Business Parks as uses allowed by Conditional Use Permit (Sections 306 and 508.2), and to amend the Planned Business Park regulations relative to allowed uses and the calculation of permitted residential unit density (Section 508.2 and 508.4).

The remaining zoning amendments that were not addressed on February 19th, including other amendments derived from the Northern Lebanon Community Plan, were continued to March 19th. However, prior to the March 19th meeting, questions were raised as to whether the City properly complied with statutory notice requirements. Out of an abundance of caution, the Planning & Development Department requested that the City Council continue the remaining zoning amendments related to the Northern Lebanon Community Plan for several months. The additional time was used to re-notify all owners in the Route 120 corridor whose properties might be impacted by the proposed amendments and to schedule additional public outreach

sessions to discuss and explain the purpose, origin, and the potential impacts of the amendments.

The pause in considering the zoning amendments also provided time for the Planning Department to engage the Conservation Commission and Planning Board to work on a Northern Lebanon Environmental Overlay District, which was another recommendation of the Northern Lebanon Community Plan. It was anticipated that the Environmental Overlay District would be ready for review alongside the remaining zoning amendments by mid-Summer. However, the preparation and review of the Environmental Overlay District has generated extensive public comment and has taken much more time than was initially expected. At this point, the Environmental Overlay District is not expected to be ready for review until at least late August or September, when the Planning Department should be preparing for the next round of annual zoning amendments.

The City Manager's Office has directed the Planning & Development Department to take the additional time needed to adequately prepare and vet all proposed amendments derived from the Northern Lebanon Community Plan. The Planning Department will continue to work with property owners, boards and committees, and other stakeholders to prepare and evaluate the potential zoning amendments. The resulting proposals will be incorporated into the next set of annual zoning amendments, which will be brought forward to the City Council in October for review during the Fall of 2025 and final consideration in January 2026.

When consideration of the remaining zoning amendments was originally delayed from March to June, the Planning Department also paused the implementation and administration of the zoning changes that had been approved on February 19th with respect to certain lots within the Centerra Business Park. Now that aspects of the overall Northern Lebanon Community Plan are being revisited and a much longer review period is anticipated, the City administration recommended that the City Council schedule this public hearing to repeal the zoning amendments approved on February 19th related to portions of the Centerra Business Park, the Central Business (CB) District, and the Planned Business Park regulations. Because the amendments derived from the Northern Lebanon Community Plan are intended to be considered as a package, it is felt that restoring the zoning regulations to their pre-amendment status will allow for a clearer and more orderly process for the Planning Department and stakeholders to review the Plan recommendations and determine which, if any, zoning amendments should move forward.

Action:

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

MOVED, that the Lebanon City Council hereby approves amendments to the Lebanon Zoning Ordinance as follows:

- 1. To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned Business Park approved on February 19, 2025, by rezoning all properties within the Centerra Planned Business Park back to Light Industrial (IND-L);***
- 2. To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses approved on February 19, 2025, by removing Planned Business Park as a Use allowed by Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and 508.2); and***
- 3. To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted residential unit density approved on February 19, 2025, by removing***

language added to the Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 16, 2025 City Council Agenda Packet.

Included in this Section:

1. Excerpt of February 19, 2025 City Council meeting minutes
2. Map Showing North Lebanon Community Plan/Route 120 Study Map Amendments
Approved on February 19, 2025
3. Amended Central Business District Table of Uses (Section 306) Approved on February 19, 2025
4. Amended Planned Business Park Regulations (Section 508) Approved on February 19, 2025
5. Notice of Public Hearing as Published in the July 5, 2025 edition of the *Valley News*

Council/Staff Comments: NONE

ACTION:

Councilor Liot Hill MOVED, that the Lebanon City Council hereby approves zoning amendments #7, #8, #9, #11, #12, #13, #14, #15, #16, #17, #18 and #19 as presented in the February 19, 2025 City Council Agenda Packet.

Seconded by Councilor Whittlesey.

Councilor Liot Hill spoke to her motion by explaining the history of zoning updates and the reasons for doing incremental zoning updates.

Roll Call Vote:

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

None voted Nay.

****The Vote on the Motion was approved (9-0).***

Staff Discussion and Public Hearing on Amendments #4, #5, #6, #20 & #21.

The Council started with Amendments #4, #5, & #6.

Director Reichert spoke about a study and the initial recommendations from the consultant to help the City to allow more residential development under various constraints within the Zoning Ordinance, which culminated in Amendments #4, #5, & #6. Amendments #4, #5, & #6 are amendments that harmonize the current use with the proposed use change(s). We want to make conforming uses and explained his reasoning and gave examples. There is a large environmental piece that was recommended by the consultant and Staff felt that we were not capable of putting together the environmental piece for the overlay to create a wildlife crossing that bisects the Route 120 neighborhood. We had a long conversation with the Conservation Commission and requested that Conservation Commission Chair Riley articulate those. The question is: Do we want to move forward with the map changes right now and wait for the map overlay to come as it is developed by the Conservation Commission/Planning Board, or do we want to wait until the environmental overlay is written? He felt the Conservation Commission would want to delay the whole package until it can be put together.

At the request of Mayor McNamara, Director Reichert gave an overview of the Map changes (i.e., the front part of Centerra changing to CBD and Altaria into GC-1). The recommendation on the CBD side is to allow for more density and more creation of a city center of the northern Lebanon area. For the CBD area it would bring a mixed use development into play, specifically relative to residential housing, noting that right now the area is limited to 25% residential. It also allows for a new building to be developed and allows for 2nd, 3rd, & 4th floors to be redeveloped into residential units. If we leave the current use of this area to stay in place, we cannot add more housing.

Director Reichert and Mayor McNamara had discussions regarding the east area of Etna Road and the east side of Route 120, which is proposed to go from IND-L to GC-1. (i.e., south-side of Etna Road change to GC-1) that would allow a hotel to become a long term rental property. Ind-L does not allow housing at all.



Proposed Zoning Amendment #4

- Centerra parcels from Ind-L to CBD
- Centerra parcels from Ind-L to GC-1
- South of Etna Road Ind-L to GC-1

Conservation Commission Comment:
XXXX

Graphic #1

For Amendentments #5 & #6, we wanted to make sure those uses for existing businesses were present within the CG-1 District.

Director Reichert also spoke about a couple of other “use code” changes in the future. These were not added to the Council agenda packet for tonight because they were not noticed. One is for a hotel (new or existing) and a request from Mrs. Hatch to clean up her 3 acre property line.



Proposed Zoning Amendment – Hatch Property “clean up”

Conservation Commission Comment:
XXXX

Graphic #2



Proposed Zoning Amendment #4

- Planning Board Recommendation to exclude car dealership area from IND-L to GC-1 conversion

Conservation Commission Comment:
XXXX

Graphic #3

Mayor McNamara opened the Public Hearing on Amendments #4, #5 & #6 (Route 120 area) and the following came forth to give testimony:

Sarah Riley (Conservation Commission Chair): She spoke about the Conservation Commission’s comments and concerns regarding the proposed amendments, with a focus on Amendment #4 and read a quote from Chapter 5 of the Master Plan, which deals with the protection of the environment, retainment

of Lebanon's open spaces, and rural character. The Conservation Commission recommended not advancing all of the zoning changes prescribed in amendment #4 at this time until some of the environmental protections are implemented. They did make an exception for a CBD in the heart of Centerra. They also suggested a more cautious/staged approach to rezoning. She spoke about the changes to the IND-L area to increase residential use and the impact this would have on natural resources, wildlife habitats and wetlands, which are intricately located within this area. The northern Lebanon Community Plan suggested numerous ways to increase protections for the wetland flood plains, steep slopes, the ridge lines and the wildlife habitat. It would be a mistake to move forward so quickly with so much rezoning in the Route 120, Labombard, Etna Road area without the balancing environmental protections. The Conservation Commission requests a pause to this amendment until protections can be implemented. The Conservation Commission could support moving forward with the CBD change. Timing to complete the environmental overlay is uncertain.

Councilor Heistad spoke about the conservation of water noting that the wells the City is proposing to put in West Lebanon starts at the vernal pool at the top of the ridge line and feeds down into the aquifer, which feeds down into the Mascoma River. By not having a protection plan in place, we are not protecting the potential water usage, which we as a City are going to be needing.

- **Mr. Richard Ford Burley (Ward-3).** He spoke about his reasons why it was important for these amendments to move forward with expediency, noting we need more people to live in a place where services are being delivered. The CBD and GC-1 zonings are a great way to do this.
- **Mr. Chip Brown (Etna, NH):** He spoke about his reasons why he felt the City needs changes along the Route 120 corridor. He spoke about his concerns about changing some Centerra parcels from IND-L to GC-1. It is very difficult to find good industrial property for people to develop.
- **Mr. Dan Nash (Ward-1):** He spoke about his reasons why the Council should move ahead with the adoption of Amendment #4, noting that the GC-1 adds value by increasing our grand list and our taxable revenue without affecting the people who already live here. He also spoke about the history of the IND-L areas in the Centerra area. The environmental concerns in this area have already been considered and explained his reasoning.
- **Ms. Barbara Hirai (Ward-1):** She spoke about her reasons why she did not support moving these amendments forward. She suggested the Council accept the change for the Centerra parcels from IND-L to CBD but should not accept the Centerra parcels for IND-L to GC-2 and the parcels south of Etna Road from IND-L to GC-1 until the environmental portions can be considered.
- **Mr. Bruce James (Ward-3 & Vice Chair of the Conservation Commission):** He spoke about co-technical details (soil composition; steep slope runoff; wetlands; etc.) which has to do with the purple wedge of the IND-L between Route 120 and Etna Road and part of the east of Etna Road. The Conservation Commission gave considerable weight and discussion to that zone and further explained his reasonings. (See the geographic map below, which Mr. James explained).



- **Mr. Jay Campion:** He spoke about his reasons why he felt rezoning should happen and pointed out that the Conservation Commission and members of the population have been involved with the North Lebanon environmental discussions since last February to voice their opinion. Nothing that is being suggested for rezoning alters the protections that we already have for wetland areas and steep slopes since these are already in our Ordinance and are applied as part of a Site Plan Review. He felt holding up the zoning change for what is already addressed in a Site Plan Review was not appropriate.

***Councilor Liot Hill MOVED to extend the meeting to 10:30 PM.
Seconded by Councilor Wilkie.***

Roll Call Vote:

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

None voted Nay.

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

The Public Hearing Continued:

- **Dr. John McIntyre (Nonresident):** He spoke about his reasons for supporting the industrial areas in Lebanon, NH. While he understands the housing problem in Lebanon, you do not destroy the industrial engine to create more housing and further explained his reasons, noting the City should increase the density in residential areas to create more housing.
- **Ms. Chris Haidari (Ward-3):** She spoke about her reasons for not supporting this amendment, which would increase housing. We should look at the big picture and look at what else Lebanon is losing when we redevelop.
- **Ms. Ashley Callahan (Ward-not given):** She represents Centerra Park and spoke about their reasons for taking more time to review the zoning changes for this area.
- **Mr. Andrew Faunce (Resident & Vice Chair of the Planning Board):** He spoke about natural resources and his reasons for the need to take more time before passing this amendment to look more carefully at the Centerra parcel and the Etna Road areas until such a time that the Conservation Commission's study can be completed.
- **Ms. Darla Bruno (Ward-3):** She agreed with Chair Riley and Bruce James and spoke about her reasons for treading lightly with this amendment, especially noting the wetlands and keeping in mind that the City is projected to get 30% more precipitation due to climate change. Our wetlands are our flood protection.

Hearing no further comments from the public, the Public Hearing on Amendments #4, #5 & #6 (Route 120 area) was closed.

Council/Staff Discussions:

Mayor McNamara noted there was a lot of public interest in this area and there was a lot of potentially conflicting opinions on Planned Use & natural resources. He felt the Centerra CBD area is basic, and the Council could pull out the IND-L to GC-1 area changes now to give more time for the Conservation Commission's input and to answer some of the other land use questions that came up in these areas. Related to Amendment #4, he felt Amendments #5 & #6 are okay.

Councilor Liot Hill noted that the Conservation Commission agreed with the CBD portion of Centerra and agreed moving forward with that but holding off on approving the Centerra and South of Etna Road GC-1 areas.

In response to Mayor McNamara's question about whether or not Amendments #5 & #6 should be pulled from a vote tonight, Deputy Director Corwin said the Council could move forward with amendment #5 and postpone approval of amendment #6 and explained the language/code references that should be used in the motion.

For clarity, Mayor McNamara stated that what the Council should do is:

- Amendment #4: Vote to rezone the properties within Centerra from IND-L to CBD, except for Centerra parcel from IND-L to GC-1 and south of Etna Road from IND-L to GC-1.
- Amendment #5: Amend the GC-1 and CBD District uses to allow IND/PUD by Planned Conditional Use Permit. Deputy Director Corwin stated that what should be done is to amend the CBD table of Use to allow Planned Business by a Conditional Use Permit (Section 306 as well as 508.2).
- Amendment #6: Deputy Director Corwin stated that the Council would want to move forward with this one to amend the Planned Business Park Regulations to allowed uses in calculating Permitted Residential Dwelling Unit Density (Sections 508.2 and 508.4).

Deputy Director Corwin noted the Council would be moving Amendments #5 & #6 forward as they relate to the Central Businesses and the Business Park Regulations.

ACTION:

Councilor Liot Hill MOVED, that the Lebanon City Council hereby passes the following amendments:

- **Rezone properties within the Centerra Planned Business Park from IND-L to CBD (Central Business District) except tax map lots #10-11-1200, 10-11-1300; 10-11-1302; 10-11-3100; 10-11-3200; 10-11-3400; 10-11-3600 and 10-11-3800.**
- **Amendment #5: To amend the Central Business District (CBD) table of uses to allow IND-L table of uses to allow a Planned Business Park by Conditional Use. (Sections 306 & 508.2).**
- **Amendment #6: To amend the Planned Business Park Regulations relative to allowed uses and calculated Permitted Residential Unit Density pursuant to Zoning Ordinance Sections 508.2 & 508.4.**

Seconded Councilor Sykes.

Roll Call Vote:

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

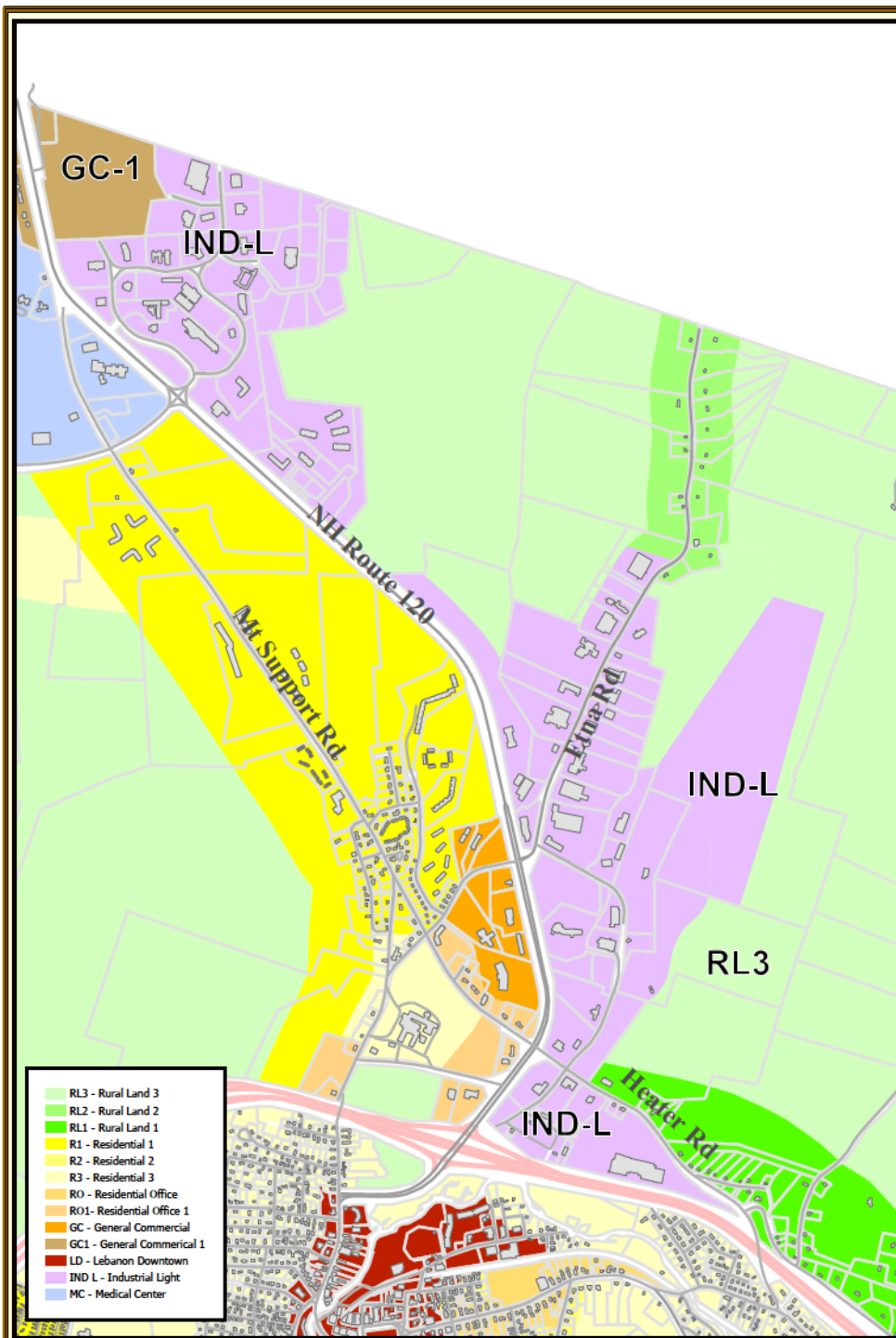
None voted Nay.

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

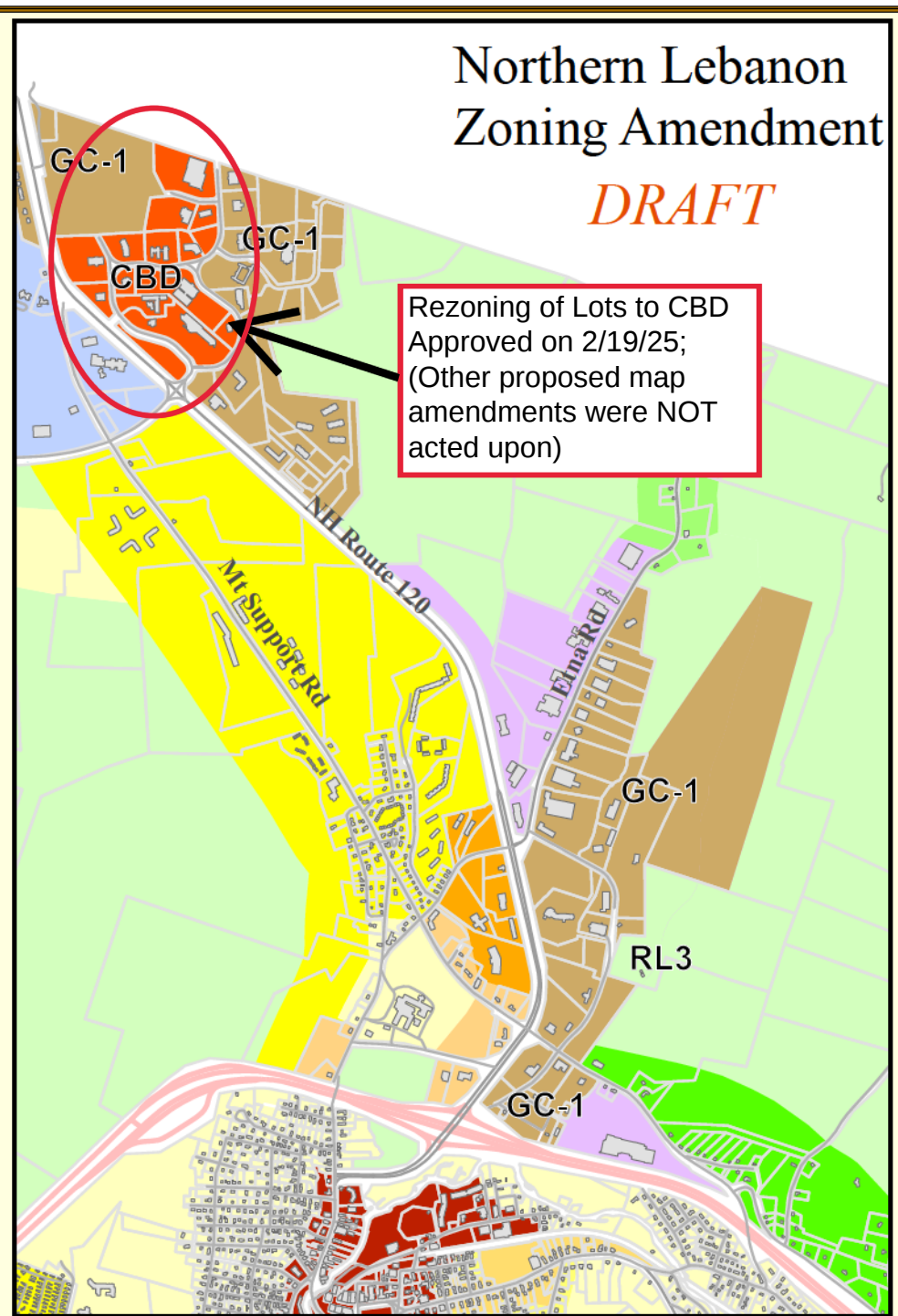
Amendments #20 & #21 Discussions:

After the Council discussed whether or not to discuss these amendments tonight, Director Reichert suggested the Council pick up the remaining balance of this entire process and move it forward in a continuance. If we are to bring the elements in Amendment #4 that did not pass tonight, these have to go back through the entire process of vetting through all the Boards. He felt we should continue this discussion at the next meeting on March 5, 2025 and hold a Public Hearing on March 19, 2025.

Councilor Liot Hill MOVED to continue the balance of Amendments #4, #5 & #6, as well as Amendments #20 & #21, until the Council's March 19, 2025 meeting.



EXISTING ZONING



Map Printed
12/05/2024

PROPOSED ZONING

Section 306 Central Business District

306.2 Table of Uses

<u>Permitted Uses</u>	<u>Special Exception Uses</u> (see Section 801.3)
<u>Residential</u> 1. <i>Dwelling Unit(s)</i> above first floor 2. <i>Multi-family dwelling</i> (see section 305A.4) 3. <i>Senior Housing Complex</i> <u>Commercial/Non-Residential</u> 4. <i>Amusement (indoor)</i> 5. <i>Community Center</i> 6. Drycleaning Pickup Station 7. <i>Financial Institution</i> 8. <i>Group Daycare Facility</i> 9. Funeral Home 10. <i>Health Club</i> 11. <i>Hotel</i> 12. House of Worship 13. Laundromat 14. Library 15. <i>Local Government Use</i> 16. <i>Membership Club</i> 17. <i>Motel</i> 18. Museum 19. <i>Office</i> 20. <i>Personal Service</i>	<u>Commercial/Non-Residential</u> 1. <i>Craftsman's Shop</i> 2. <i>Drive Through Facility</i> 3. <i>Educational Facility, college/university</i> <u>Uses by Conditional Use Permit</u> (See section 302.4) <u>Commercial/Non-Residential</u> 1. <i>Essential Service</i> 2. Other uses per Section 306.4 3. <i>Parking Facility</i> 4. Publishing/Printing 5. <i>Recreational Facility, indoor</i> 6. <i>Recreational Facility, outdoor</i> <u>Planned Developments</u> 7. Commercial <u>or Industrial</u> PUD per Section 501 7. <i>Planned Business Park</i>

Addition of Planned Business Park to CBD as Use Allowed by Conditional Use Permit Approved on 2/19/25; (Other proposed text amendments were NOT acted upon)

SECTION 508 PLANNED BUSINESS PARKS.

[...]

508.2 General Requirement. A **planned business park** is **allowed** as a Conditional Use in the Light Industrial District, General Commercial One District, Central Business District and the Industrial Rail Access District.

508.4 Sectors, Allowed Uses.

- A. The **planned business park** shall be shown on an approved Subdivision Plan and Use Allocation Plan. The Subdivision Plan and Use Allocation Plan approved by the Planning Board shall designate the allocation of the Industrial/ Office, Commercial and Residential Uses within the Park.
- B. No more than 20% of the net land area not planned for open space, roads, or utilities shall be used for the Commercial Sector.

Addition of Central Business District as Location for Planned Business Park Approved on 2/19/25; (Other proposed text amendments were NOT acted upon)

is limited by the Planning Board at the time of subdivision approval, the following uses shall be permitted.

The following uses shall be permitted by right for any **planned business park** Industrial/Office Sector: **light industry**; **warehouse**; trucking terminal; publishing/printing; plumbing, electrical or carpentry shop; research laboratory; local government use; **essential service**; outdoor storage per Section 303.4 (less than 20%); **group day care facility** per Section 604; general business offices, research facilities, medical office buildings; **health clubs**, Educational Facility, College/University; Educational Facility, Vocational School, any use allowed in the Central Business (CB) District; and **accessory uses** to a permitted use. Retail showrooms per Sections 303.5 and 303A.5 shall be allowed by **conditional use** permit.

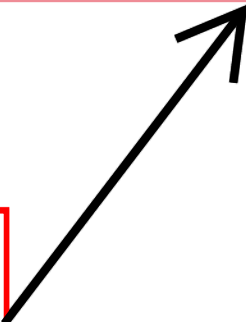
2. The following uses shall be permitted by right for any **planned business park** Commercial Sector: **retail store(s)** up to a cumulative maximum of 20,000 sq. ft. of **gross floor area**; **personal service**; bank, branch bank; **restaurant**, sandwich shop/deli; refreshment stand; **office**; **motel**; **hotel**; movie theater; **membership club**; **amusements (indoor)**; printing (i.e. retail copy store); radio or TV studio; **group day care facility** per Section 604; local government use; ~~and health clubs~~; any use allowed in the Central Business (CB) District.

- D. **Dwelling units** in **one-family**, **two-family** and **multi-family dwellings** or appropriate mixes thereof at the discretion of the Planning Board, shall be provided for in all **planned business parks**. The maximum number of **dwelling units** allowed pursuant to this section shall be based on a minimum of 15% and a maximum of 25% of the net land area of the park not planned for open space, roads, or utilities and calculated at a density of 13 **dwelling units** per acre. Such **dwelling units** may be clustered together and/or distributed within the Park at the

discretion of the Planning Board. For *planned business parks* in the GC-1 and CB District or portions thereof, the density of residential uses allowed pursuant to this section shall be determined by the Planning Board pursuant to Sections 305A.4 and 306.5, respectively.

[...]

Addition of Density
Calculation Language for
Planned Business Park in
CBD Approved on 2/19/25;



July 8, 2025



**LEBANON CITY COUNCIL
NOTICE OF PUBLIC HEARINGS
Wednesday, July 16, 2025 - 6:00pm
Council Chambers, City Hall or
REMOTE VIA VIRTUAL PLATFORM
LebanonNH.gov/LIVE**

The Lebanon City Council will hold public hearings on July 16, 2025, beginning at 6:00pm for the following:

- A. Comcast Franchise Renewal Agreement – Public hearing for the purpose of receiving public input and taking action to authorize the City Manager to execute the Cable Franchise Renewal Agreement with Comcast.
- B. Repeal of Certain Zoning Amendments Approved on February 19, 2025 – Public hearing for the purpose of receiving public input and taking action on amendments to the Lebanon Zoning Ordinance as follows:
 - 1. To Repeal the Zoning Map Amendment related to certain lots within the Centerra Planned Business Park approved on February 19, 2025, by rezoning all properties within the Centerra Planned Business Park back to Light Industrial (IND-L);
 - 2. To Repeal the Zoning Amendment related to the Central Business (CB) District Table of Uses approved on February 19, 2025, by removing Planned Business Park as a Use allowed by Conditional Use Permit from the Central Business District Table of Uses (Sections 306 and 508.2); and
 - 3. To Repeal the Zoning Amendment related to allowed uses and the calculation of permitted residential unit density approved on February 19, 2025, by removing language added to the Planned Business Park Regulations in Sections 508.2 and 508.4 as depicted in the July 2, 2025 City Council Agenda Packet.
- C. Ordinance #2025-08 - A public hearing for the purpose of receiving public input and taking action to amend City Code Chapter 31, Boards, Committees & Commissions, to Add the West Lebanon Revitalization Advisory Committee (WLRAC), Pedestrian & Bicyclist Advisory Committee (PBAC), Tree Advisory Board (TAB), and to Amend Article VII, Heritage Commission

The July 16, 2025 City Council agenda packet and documents pertaining to the abovedescribed public hearings will be available on the City's website beginning July 11, 2025: 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.

NE-489193

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, July 5, 2025.

Jaseya Ewing, City Clerk

Agenda
Lebanon City Council
July 16, 2025

11. Old Business:

11.A – Public Input Discussion Concerning the South Main Street Dry Bridge
Project Status and Bidding Requirements

Background

The final plans, specifications, and estimates for the South Main Street Dry Bridge project are being finalized for bidding and construction. Permitting for the bridge reconstruction project is also in the final steps, and the project is expected to go out to bid in September 2025.

One of the challenges of this project is railroad coordination with respect to train operations during construction. The New England Central Railroad (NECR) previously expressed some willingness to accommodate the project during construction, including potential full-track closure during construction. However, in recent months, the railroad has made it clear that they will not compromise railroad operations for this project. As such, in order to work within the railroad right-of-way, the City's contractor will be required to accommodate all train operations and agree not to interfere with any train movements for the duration of construction, on either of the two tracks. This requirement obviously creates a substantial hardship for any prospective bidder, particularly in combination with the City's desire to have an open roadway/bridge during construction. Given these hardships, Public Works is concerned about the attractiveness of this project to prospective bidders. In short, Public Works is concerned about receiving either high bids or perhaps no bids at all.

To enhance the attractiveness of this project to prospective bidders, Public Works recommends that the project be bid with a base bid and an alternative bid option. The base bid option would consist of bridge closure for approximately 12 months. The alternative bid option would consist of phased bridge construction allowing the bridge to remain open for the duration of construction. Many of the constructability challenges and hardships for bidders/contractors are removed or softened with the closed bridge option. In addition, the construction schedule is expected to be shorter with the closed bridge option – the phased construction schedule is estimated to be +/- 28 months, but with bridge closure, this timeline may be reduced by 4 to 6 months. The bridge closure option is also expected to save up to 25 percent of construction costs. The current engineer's estimate with an open bridge for the duration of construction is \$16,050,000, including Construction Engineering services.

Using this base bid and alternative bid concept, the City would establish a "value" for having an open bridge during construction. If the difference between the lowest base bid (closed bridge) and the lowest alternative bid (open bridge) is less than the established value, then the City would proceed with the alternative bid (open bridge) option. If the difference between the bids is equal to or greater than the established value, then the City would proceed with the base bid (closed bridge) option. However, in order to proceed with the base bid and alternative bid concept, NHDOT and FHWA are requiring the City to establish the scoring criteria and decision-making parameters *prior* to advertising the project for bidding.

Public Works is requesting that the City Council, in coordination with the City Manager's Office, establish the value of having an open bridge during construction. Public Works recommends an amount on the order of \$3 million dollars. In other words, if the difference between the base and

alternative bids is less than \$3 million dollars, then the project would be awarded to the lowest alternative (open bridge) bidder. If the difference between the base and alternative bids is equal to or greater than \$3 million dollars, then the project would be awarded to the lowest base (closed bridge) bidder.

Following a presentation and discussion on July 2nd, the City Council requested a public input session for the purpose of receiving public input on the South Main Street Dry Bridge Replacement Project concerning the potential closure of the bridge for approximately 12 months of the +/-28-month construction period for cost savings reasons.

At the City Council's request, the Police and Fire Departments were asked to comment on the potential impact of closing the Dry Bridge. The Police Chief noted that there was a slight increase in accidents in the general vicinity of West Lebanon during the emergency closure of the Dry Bridge earlier this year as compared to the previous year, but overall police responses were not significantly impacted while the bridge was closed. Similarly, the Fire Chief noted that response times to the area south of the Dry Bridge were increased by approximately one minute when the bridge was closed as compared to when the bridge was open, but still within response time recommendations. Both public safety agencies received permission to cross through the Twin State Sand & Gravel property during the closure period and, if such permission can be obtained during the construction period, impacts on police and fire responses should be minimal.

Action

Recommended action will be determined based on the City Council's discussion of this agenda item.

Agenda

Lebanon City Council

July 16, 2025

11. Old Business:

11.B – Action to Adopt Amendment to City Council Rules: §A191-8, Order of Business, as Presented on July 2, 2025

Background

Assistant Mayor Wilkie recently raised a question about the Council's Rules, Section §A191-8, Order of Business, and the Council's practice of accepting public comments.

Assistant Mayor Wilkie notes that there is a current practice among the City Council of reserving the "Open to Public" agenda item for topics that are "specifically not on" a given night's agenda. This practice has resulted in multiple instances during which members of the public have felt that there is a moratorium on speaking on a given agenda item, if it is not a public hearing item and if the mayor chooses not to accept public comment.

As a result, Assistant Mayor Wilkie requests that the Council discuss the Council Rules to determine which of two procedures the Council would like to adopt as standard practice:

1. The Council changes § A191- 8. Order of business, agenda item 3, to read "...Any member of the public who desires to speak on any **public hearing** item may do so..."
2. The Council retains its existing rules and affirms that any member of the public may speak on any agenda item, even one which is not explicitly intended for public input.

The effect of the former would be to suggest that comments on other agenda items should be given during the Open to Public agenda item, but to allow the Mayor to decline public comment on those agenda items when they are taken up by the Council. The latter, by contrast, would carry the expectation that the Mayor will accept public comment on any agenda item.

The City Council may amend its Rules through the process outlined in §A191-13.B, which states, "These rules may be amended or new rules adopted by a two-thirds vote of all members of the Council. Any such alterations or amendments shall be submitted in writing at the preceding regular meeting and shall be placed on the calendar under the order of new business."

Based on the Council's discussion of this issue on July 2nd, this amendment is being presented for consideration at the July 16th meeting. Adoption requires a 2/3 vote of all members (6 votes) of the Council.

Action

The following motion is offered for City Council consideration:

MOVED, that the Lebanon City Council hereby amends the Council Rules to include the amendment to §A191-8, Order of Business, as presented in the July 16, 2025 City Council agenda packet.

Included in this Section:

1. Proposed amendment to City Council Rules, §A191-8, Order of Business
2. City Council Rules, as adopted on April 16, 2025

Chapter A191

§ A191-8. Order of business.

[Amended 6-21-1978; 4-7-1982; 5-7-1986; 4-6-1988; 3-27-1991; 6-23-1993; 7-19-1995; 5-15-1996; 4-16-1997; 6-7-2006; 9-3-2008; 4-1-2009; 3-20-2024]

The business of all regular meetings of the Council shall be transacted in the following order, unless the Mayor elects to change the order of business for good cause. If any member of the Council objects to the proposed change to the order of business, the Mayor shall ask that the Council vote on the proposed change, by a vote of at least 2/3 of the members present, to suspend the rules and change the order of business.

1. Call to Order.
2. Pledge of Allegiance.
3. Announcement by Mayor. Public forum. “Any member of the public who desires to speak on any ~~agenda~~ public hearing 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 Council Discussion.
5. Open to ~~p~~Public. (Limited to 10 Minutes)
6. Recognitions.
7. Acceptance of Minutes.
8. Appointments.
9. Public Hearings:
 - i. Presentation
 - ii. Mayor Opens Public Hearing
 - iii. Questions and Comments by the Public
 - iv. Mayor Closes Public Hearing
 - v. Council Deliberation & Action
10. Old Business.
11. New Business.
12. City Manager Report.
13. Non-public sessions.
14. Adjourn.

Chapter A191

COUNCIL RULES

§ A191-1.	Council meetings.	§ A191-13.	Rules: Adoption, Amendment, & Suspension.
§ A191-2.	Temporary Chair.	§ A191-14.	Appointment of Council Representatives to Other Bodies
§ A191-3.	City Clerk.	§ A191-15.	Council appointments to City Boards, Committees, Commissions.
§ A191-4.	Legal counsel.	§ A191-16.	Constituent - Council contacts.
§ A191-5.	Robert's Rules of Order.	§ A191-17.	Confidential materials.
§ A191-6.	Raise hand to be recognized.	§ A191-18.	Attendance at Seminars, Workshops, etc.
§ A191-7.	Agenda.		
§ A191-8.	Order of business.		
§ A191-9.	Budgetary summary.		
§ A191-10.	Motion to be stated by Presiding Officer; withdrawal.		
§ A191-11.	Communications.		
§ A191-12.	Permission required to address Council.		

[HISTORY: Adopted by the City Council of the City of Lebanon 9-18-1974. Amendments noted where applicable.]

GENERAL REFERENCES

Ordinances -- See Charter § C419:22.

Enactment of ordinances -- See Ch. 115.

§ A191-1. Council meetings.

- A. The Council shall meet in regular session on the first and third Wednesday of every month at 7:00 p.m. until the conclusion of business or 10:00 p.m., whichever comes first. The 10:00 p.m. adjournment shall only be extended by a two-thirds vote of the Council. [Amended 11-7-1979; 4-15-1992; 6-23-1993; 3-30-1994; 7-19-1995; 10-18-1995; 5-21-2003]
- B. Attendance. Prior to each meeting, unless prevented by emergency, a Councilor shall notify either the Mayor, City Manager or City Clerk if he or she will be unable to attend a meeting.
- C. Remote Attendance. As long as a quorum of the Council is present in person, one or more members of the City Council at the discretion of the Mayor may participate in a meeting by electronic or other means of communication only when attendance is not reasonably practical. This procedure shall not be construed to mean that conferencing by electronic means shall be regularly used or used at every meeting of the Council but shall be used only as necessary to allow the participation of Council members who are unable to attend in person due to such circumstances as personal illness or disability, employment obligations, or a family or other emergency.
 - 1) Member must notify the City Manager's office at least 24 hours in advance of the meeting, unless impractical, so that necessary communications equipment can

be arranged. Inability to make the necessary technical arrangements may result in the inability of the members remote attendance.

- 2) Each part of a meeting required to be open to the public shall be audible or otherwise discernable to the public at the location specified in the meeting notice as the location of the meeting. Each member participating electronically or otherwise must be able to simultaneously hear the other members physical present or participating electronically during the meeting and shall be audible or otherwise discernable to the public in attendance at the meeting's location.
- 3) If participation is not in person, the member must state the reason such attendance is not reasonably practical, and that information must be included in the minutes of the meeting.
- 4) Sufficient security and identification procedures be employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all members attending for discussion or voting purposes are in fact an authorized member with the right to speak and vote.
- 5) The person not in attendance shall identify the persons present (if any) in the location from which the member is participating.
- 6) If a member of the Council is participating by electronic or other means of communication, all votes must be recorded by roll call vote.
- 7) Electronic or other means of communication can include, but due to changing technology, are not limited to Telephone/Speakerphone/Conference Calls and Computer audio/video conferencing.

D. Remote Participation. Members of the public are permitted to attend and participate in meetings remotely through a live link provided on the City's website or via phone through the number provided by the meeting organizer for all Council meetings that are open to the public. At the beginning of each meeting, participants will be informed of rules for speaking on agenda items and will be called on by the Mayor in an order as determined by the Mayor.

§ A191-2. Temporary Chair.

In case of the absence of the Mayor and Assistant Mayor, the Clerk shall call the Council to order. If a quorum is found to be present, the Council shall choose one of its members to act as Chair.

§ A191-3. City Clerk. [Amended 3-30-1994]

The City Clerk or his/her designee shall be ex-officio clerk of the Council and shall keep minutes of the meeting and perform such other and further duties in the meeting as may be ordered by the presiding officer of Council. Copies of the minutes of meetings shall be furnished to each Councilor with the agenda of the next meeting.

§ A191-4. Legal counsel. [Amended 4-18-1990]

Designated legal counsel shall attend any meetings of the Council when requested by the Mayor or City Manager. Any member of the Council, upon notification to the City Manager, may call upon Counsel for an oral or written opinion to decide any question of

law or parliamentary procedure.

§ A191-5. Robert's Rules of Order. [Amended 2-6-1991; 7-19-1995; 4-21-2004]

Robert's Rules of Order (most recent Edition) shall be used in all Council deliberations except as modified herein.

§ A191-6. Raise hand to be recognized.

Councilors do not have to stand to move motion or second.

§ A191-7. Agenda. [Amended 5-7-1986; 7-19-1995; 6-3-1998; 4-18-2007; 4-15-2009]

As stated in §A191-1 above, the Council shall meet in regular session on the first and third Wednesdays of every month at 7:00pm. Agendas for Council meetings are the responsibility of the City Manager and the Mayor.

Submission Deadlines:

- The first Wednesday of the month will be the date in which the agenda is set for the meeting on the first Wednesday of the next month.
- The third Wednesday of the month will be the date in which the agenda is set for the meeting on the third Wednesday of the next month.

Any Councilor wishing to have an item placed on an agenda must submit said item (in its proper format by utilizing a City Council Agenda Request Form, provided by the City Manager's Office) to the City Manager's Office by Noon on the Tuesday preceding the Wednesday on which the agenda is to be set.

Items of an urgent nature which require special attention or are in need of immediate action by the Council may be placed on any agenda at the discretion of the Mayor and/or City Manager.

§ A191- 8. Order of business. [Amended 6-21-1978; 4-7-1982; 5-7-1986; 4-6-1988; 3-27-1991; 6-23-1993; 7-19-1995; 5-15-1996; 4-16-1997; 6-7-2006; 9-3-2008; 4-1-2009; 3-20-2024; 4-16-2025]

The business of all regular meetings of the Council shall be transacted in the following order, unless the Mayor elects to change the order of business for good cause. If any member of the Council objects to the proposed change to the order of business, the Mayor shall ask that the Council vote on the proposed change, by a vote of at least 2/3 of the members present, to suspend the rules and change the order of business.

1. Call to Order.
2. Pledge of Allegiance.
3. Announcement by Mayor. Public forum. "Any member of the public who desires to speak on any agenda 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 Council Discussion
 5. Open to Public. (Limited to 10 Minutes)
 6. Recognitions.
 7. Acceptance of Minutes:
 8. Appointments.
 9. Public Hearings
 - i. Presentation
 - ii. Mayor Opens Public Hearing
 - iii. Questions and Comments by the Public
 - iv. Mayor Closes Public Hearing
 - v. Council Deliberation & Action
 10. Old Business.
 11. New Business.
 12. City Manager Report
 13. Nonpublic sessions.
 14. Adjourn.

§ A191-9. Budgetary summary. [Amended 3-00-1985]

On a quarterly basis, and within the months of October and November, the City Manager shall submit a budgetary summary to the City Council. Discussion of the summary shall be placed on the agenda of the next Council meeting following submissions.

§ A191-10. Motion to be stated by Presiding Officer; withdrawal. [Amended 7-19-1995]

- A. When a motion is made and seconded it shall be repeated upon request by the presiding officer before debate. At his/her discretion the presiding officer may request motions to be put in writing. A motion may not be withdrawn by the mover without the consent of the member seconding it and the approval of the Council.
- B. The presiding officer may at any time, by a majority vote of the members present, permit a member to introduce an ordinance, resolution or motion out of the regular order.

§ A191-11. Communications. [Amended 12-9-1992; 7-19-1995; 6-16-2004]

- A. Unattributed communications shall not be introduced in Council meetings. Information advocating a certain position obtained from constituent contact may be introduced at Council meetings if the name of the source is given. Electronic and written communications from any Councilor to four or more members shall constitute public comment and shall be transmitted to the City Manager's office for public record.
- B. With the exception of the Mayor's use of City letterhead, stationery, or official City insignia for resolutions or proclamations, members of the City Council may only use such for purposes officially approved by the Council.

§ A191-12. Permission required to address Council. [Amended 4-7-1982]

Persons other than members of the Council and City officers shall be permitted to address the Council. A time limit of three minutes shall be in effect. The speaker shall not enter into a debate with any person, Mayor or Council member and shall speak only on a subject on that particular agenda item.

§ A191-13. Rules: Adoption, Amendment, & Suspension. [Amended 7-19-1995]

- A. Each newly seated Council by motion shall formally adopt the Council Rules and Regulations currently in place.
- B. These rules may be amended or new rules adopted by a 2/3 vote of all members of the Council. Any such alterations or amendments shall be submitted in writing at the preceding regular meeting and shall be placed on the calendar under the order of new business.
- C. These rules may be suspended by a 2/3 vote of those members present and voting. The purpose for suspension must be clearly stated before the vote is taken, and 2/3 of the members present and voting must declare the matter one of such priority that it would be detrimental to hold it over until the next regular meeting.

§ A191-14. Appointment of Council Representatives to Other Bodies.

The Mayor shall designate and appoint representatives from the City Council to other bodies, including City boards, committees, and commissions, as the need arises.

§ A191-15. Council Appointments to City Boards, Committees, Commissions.

- A. When vacancies occur on City boards, committees, commissions, either by resignation, removal or lapse of term, applications received by the City Clerk will be forwarded to the City Council in a timely manner in order for vacancies to be filled as quickly as possible. [Amended 4-2-2008]
- B. All appointments shall be acted upon by the City Council as authorized by the City Code, the City Charter and New Hampshire Law. [Amended 8-2-1995; 5-21-2003; 4-2-2008]
- C. The following procedure shall be followed for board, commission and committee appointments and reappointments: [Added 9-18-1996; Amended 4-2-2008]
 - 1) For initial appointment, the applicant shall fill out the standard application form. [Amended 5-21-2003; Amended 4-2-2008]
 - 2) For reappointment, the applicant can update the current form on file or complete a new updated application form. [Amended 4-2-2008]
 - 3) One member of the City Council shall interview applicants for initial appointment within 30 days of receiving the application from the City Clerk and report to the full Council prior to any nomination for appointment. Applicants for

reappointment to the same board, committee, or commission may be nominated for reappointment without completion of an interview with a City Councilor. [Amended 4-2-2008; Amended 11-16-2022]

- 4) While one city councilor is officially assigned to interview each applicant, any city councilor may interview any applicant for any position to better inform their decision.

§ A191-16. Constituent-Council contacts. [Added 5-13-1992]

Council members shall use the process outlined on the attached flow chart for constituent contacts.

§ A191-17. Confidential materials.

A. Classification.

- 1) In the event that materials need to be classified as confidential, a standard will be applied by the City administration to determine if a compelling purpose exists to require that the materials be confidential and that public disclosure of the materials would serve to undermine the interest of the City. The City administration's determination of confidentiality shall be made in accordance with RSA 91-A. [Amended 5-21-2003]
- 2) Some examples where materials would be classified as confidential would include positions in labor negotiations, personnel matters involving a right of privacy and settlement discussions of pending litigation.
- 3) In order to ensure that the government of the City of Lebanon conducts its affairs in public and not in private, and that the citizens' deliberation on public affairs in Lebanon be as fully informed as practically possible, hereby be it resolved, that the City promptly release to the public all legal opinions received hereafter by the City, including, but not limited to, memoranda from any legal counsel to the City, and opinions received by the City in private consultation with legal counsel (as allowed under RSA 91-A:2, Meetings Open to Public, I(c), Consultation with legal counsel), except that the following shall only be released at the discretion of the City Manager and City Council: [Added 5-15- 2002]
 - (a) Opinions pertaining to the dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against the employee; [amended 4-01-2009]
 - (b) Opinions pertaining to the hiring of any person as a public employee;
 - (c) Opinions which, if released to the public, would likely affect adversely the reputation of any person other than a City Councilor; [amended 4-01- 2009]
 - (d) Opinions pertaining to the consideration of the acquisition, sale or lease of real or personal property which, if released to the public, would likely benefit a party or parties whose interests are adverse to those of the City;
 - (e) Opinions pertaining to the consideration or negotiation of claims or litigation which has been threatened in writing or filed against the City;
 - (f) Opinions pertaining to matters before quasi-judicial boards of the City;
 - (g) Opinions which, in the judgment of the City Manager and City Council, could potentially cause harm to the City if released.

- B. Treatment of classified materials. When materials are classified as confidential, they will be identified and marked as "Confidential" and transmitted to the City Council in sealed envelopes marked as "Confidential." The reason for the confidential classification will be noted on the materials.
- C. In the event that a significant portion of a document may be made available to the public without compromising the portions of a document which are necessary to be maintained as confidential in accordance with Subsection A of this policy, then such portion(s) shall be made available to the public with only the confidential portion(s) classified. [Amended 6-19-1996; 5-21-2003]

§ A191-18. Attendance at Seminars, Workshops, etc.

Any Councilor who wishes to attend (at the expense of the City) a seminar, workshop, or other function designed to improve their ability to serve on the City Council (or their respective board, committee, or commission) must first confirm with the City Manager that funds are available for use. If funding is in place, the following options are available:

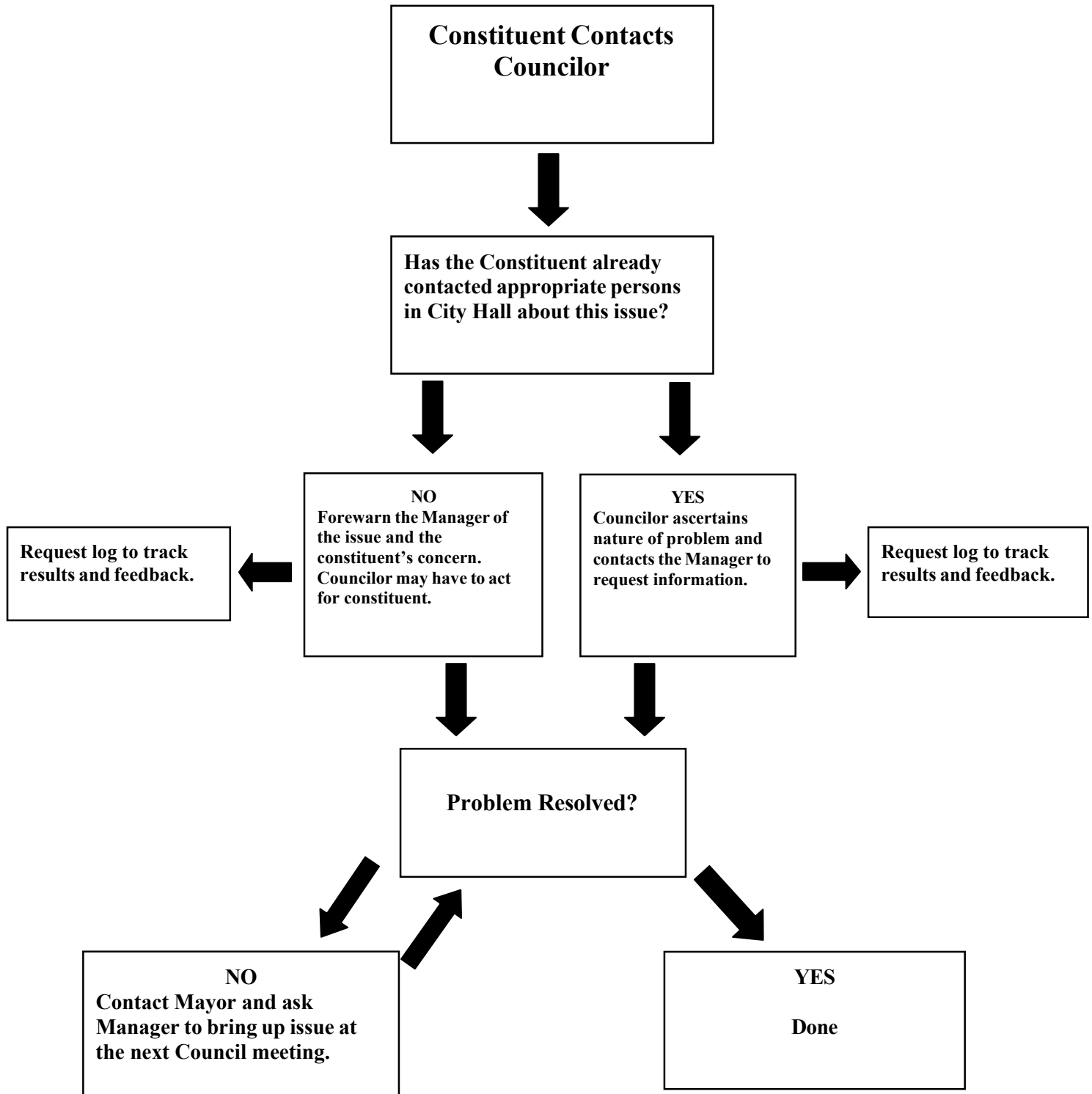
- (1) Register for the event through the City Manager's Office and request payment in advance of attendance; or
- (2) Self-register for the event and request reimbursement after attending.

If option (2) is exercised, reimbursement is only guaranteed if confirmation of funding was requested in advance of attending and proper documentation, according to the City's Purchasing Policy, is submitted with the reimbursement request.

§ A191-19. Email and Computer Use

All City Councilors will be provided with City issued email addresses and computer devices to assist them in their capacity as elected officials. Use of City email addresses and/or computer devices is not mandatory. Councilors who elect to utilize City email addresses and/or computer devices must comply with and sign an acknowledgement form for compliance with any City computer use and cyber security policies.

FLOW CHART FOR CONSTITUENT-COUNCILOR CONTACTS
Council Rules, Section A191:16
[Amended 4-20-2011; 5-16-2012]



**Agenda
Lebanon City Council
July 16, 2025**

12. New Business:

12.A – Release of Collected Public School Impact Fees (2nd Quarter 2025)

Background

A Memorandum of Understanding (MOU) was developed in 2010 between the City and the School District for the quarterly transfer of collected Public School Impact Fees to the Lebanon School District for application toward the payment of debt on the (then) new Lebanon Middle School.

On October 12, 2021, the Planning Board authorized a broader use of Public School Impact Fees to include construction, renovation, improvement, or expansion of K-12 school buildings and related building systems, equipment, and furnishings. A revised MOU was developed and signed on November 22, 2021.

To date \$1,066,139.19 in impact fees have been disbursed to the Lebanon School District.

7/17/2013	\$83,690.78	11/6/2013	\$14,651.99	5/21/2014	\$19,407.00
8/6/2014	\$2,122.75	2/18/2015	\$723.00	5/20/2015	\$2,819.00
7/15/2015	\$1,627.50	11/4/2015	\$936.00	3/2/2016	\$3,156.00
5/18/2016	\$864.00	5/17/2017	\$5,230.00	12/6/2017	\$6,140.75
2/7/2018	\$41,262.70	9/5/2018	\$12,564.45	2/6/2019	\$1,833.10
8/7/2019	\$8,822.20	4/15/2020	\$40,432.02	7/15/2020	\$123,709.65
12/2/2020	\$57,567.42	1/21/2021	\$102,409.40	8/4/2021	\$12,695.86
1/19/2022	\$9,035.45	4/20/2022	\$3,216.15	10/19/2022	\$261,738.35
2/1/2023	\$2,185.00	4/19/2023	\$3,824.44	9/6/2023	\$3,142.57
11/15/2023	\$9,740.60	2/27/2024	\$6,341.26	5/15/2024	\$11,899.60
9/4/2024	\$140,359.34	1/22/2025	\$46,642.06	4/16/2025	\$25,345.80

This request is for the City Council to authorize the disbursement of \$13,994.41 in collected Public School Impact Fees (through 06/30/2025) to the Lebanon School District.

Action

The Council is requested to take action on the following motion:

MOVED, that in accordance with Section 213.10 (Administration of Impact Fees) of the Lebanon Zoning Ordinance, and the November 22, 2021 Memorandum of Understanding between the City of Lebanon and the Lebanon School District, SAU 88, the City Council hereby authorizes the disbursement of \$13,994.41 in collected Public School Impact Fees to the Lebanon School District to be applied toward the construction, renovation, improvement or expansion of K-12 school buildings and related building systems, equipment, and furnishings.

Included in this Section:

1. Impact Fee Report as of 06/30/2025
2. November 22, 2021, Memorandum of Understanding between the City of Lebanon and The Lebanon School District, SAU#88

PUBLIC FACILITIES IMPACT FEES

	PAID BY/LOCATION	MAP/LOT/PLOT	School
12/31/2024	Balance of 2025 Interest		\$ 1,093.21
5/15/2025	Rock Ridge	74/3/208	\$ 5,778.24
6/11/2025	Rock Ridge	74/3/209	\$ 7,122.96
		Balance 06/30/2025 (missing interest for 1st half of 2025)	\$ 13,994.41

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF LEBANON
and
THE LEBANON SCHOOL DISTRICT, SAU 88

WHEREAS, New Hampshire RSA 674:21,V authorizes municipalities to adopt impact fees to offset municipal costs occasioned by new residential and non-residential development, and

WHEREAS, New Hampshire RSA 674:21,V requires that a municipality have enacted a Capital Improvement Program pursuant to RSA 674:5-7 before adopting impact fees, and

WHEREAS, the City of Lebanon annually reviews and adopts a Capital Improvement Program, and

WHEREAS, the Lebanon City Council duly amended Section 213 of its Zoning Ordinance, adopting impact fees and authorizing the Lebanon Planning Board to assess impact fees on new development in proportion to its demand on the public capital facilities of the City of Lebanon and the Lebanon School District, and

WHEREAS, the Lebanon Planning Board commissioned Bruce C. Mayberry, working as BCM Planning LLC, to provide a foundation document justifying the basis for the assessment of impact fees and to provide a schedule of fees, and

WHEREAS, the Lebanon Planning Board on October 12, 2021 duly adopted a report entitled “City of Lebanon Impact Fee Update 2021, Basis for School, Recreation, Police and Fire Department Impact Fees”, dated August 30, 2021 and prepared by BCM Planning LLC (copy attached) and City of Lebanon Impact Fee Schedule 2021 (copy attached), and

WHEREAS, the Impact Fee Schedule 2021 assigns fees for School Facilities, Recreation Facilities, Police Department Facilities, and Fire Department Equipment and Apparatus, and

WHEREAS, through the adoption of the Impact Fee Schedule 2021, the Lebanon Planning Board authorized the use of impact fees collected for School Facilities to be applied toward the construction, renovation, improvement or expansion of K-12 school buildings and related building systems, equipment, and furnishings;

NOW THEREFORE, the City of Lebanon and Lebanon School District, parties to this Memorandum of Understanding, agree as follows:

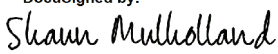
1. The City of Lebanon shall collect and manage all impact fees pursuant to Section 213 of the Lebanon Zoning Ordinance and in accordance with the report entitled “City of Lebanon Impact Fee Update 2021, Basis for School, Recreation, Police and Fire Department Impact Fees”, dated August 30, 2021 and the City of Lebanon Impact Fee Schedule 2021, which

may be amended from time-to-time.

2. The City of Lebanon shall maintain all monies received as impact fees in separate accounts, each dollar identified by contributor, date received, and fund (School Facilities, Recreation Facilities, Police Department Facilities, and Fire Department Equipment and Apparatus).
3. The City of Lebanon shall transfer, once each quarter of the calendar year, all monies in the School Facilities Fund to the Lebanon School District.
4. The Lebanon School District shall apply all monies received from the School Facilities Fund toward the construction, renovation, improvement, or expansion of K-12 school buildings and related building systems, equipment, and furnishings.
5. The Lebanon School District shall provide an annual report to the City of Lebanon accounting for the use of such monies from the School Facilities Fund.
6. This Memorandum of Understanding shall supersede the prior Memorandum of Understanding between the parties executed on September 21, 2010 by Interim City Manager Leonard W. Jarvi on behalf of the City of Lebanon and executed on September 30, 2010 by Superintendent Gail E. Paludi on behalf of the Lebanon School District, SAU 88.

APPROVED BY:

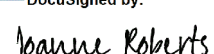
City of Lebanon

DocuSigned by:

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11/22/2021
Date

Lebanon City Manager

Title

Lebanon School District, SAU 88

DocuSigned by:

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11/22/2021
Date

Superintendent, SAU #88

Title

**Agenda
Lebanon City Council
July 16, 2025**

12. New Business:

**12.B – Discussion and Set Public Hearing for August 20, 2025:
Request for Supplemental Appropriation in the Amount of \$550,000 for
Storrs Hill Ski Lodge Improvements; and Authorize the Disbursement of
\$250,000 in Recreation Impact Fees**

Background

Storrs Hill Ski Area is located near downtown Lebanon at 60 Spring Street. The hill has a 300' vertical drop, 7 official trails, one ski lift, Heistad Hill Ski Jump, 3 snowmaking guns, 2 groomers, 61 lights, a ski lodge and various supporting out buildings. The ski area is owned by the City of Lebanon and is operated by the Lebanon Outing Club (LOC) under a Lease and Operating Agreement. The LOC has been operating for over 100 years, making it one of the oldest continuously operating ski hills in the country.

The current ski lodge was constructed in 1997 with 1,854 SF of enclosed heated space and a 340 SF deck. In 2020, an attached 875 SF pavilion was constructed to provide an exterior space partially protected from the weather allowing continued use of the ski area during the COVID 19 pandemic. In 2022, the City applied for and was awarded a Land and Water Conservation Fund (LWCF) grant. The scope of the grant was to enclose the pavilion and expand the existing conditioned footprint of the ski lodge to meet current demand on indoor gathering space; reconstruct the 25m jump; and add plastic covering to both jumps landing areas for year-round ski jumping. Complications with match funding and the feasibility of adding the plastic mats to the jump landing areas necessitated putting a hold on the grant and all associated projects.

In 2023, the City formed the Storrs Hill Ski Area Facilities Improvements Advisory Committee to help the City and Lebanon Outing Club prioritize facility improvements. Their final report was presented to the City in April 2025, and it includes ski lodge improvements as one of the top priorities. LWCF grant administrators suggested that the City continue to work within the scope of the grant, focus exclusively on the lodge expansion, and include the new requirement to add a fire suppression sprinkler system.

The total project cost for the lodge improvements and expansion are estimated to be \$550,000, including \$150,000 for the new sprinkler system. The LWCF grant will provide up to \$275,000, subject to a 50/50 match. The City proposes to fund \$250,000 from Recreation Impact Fees, and the Lebanon Outing Club will provide the remaining \$25,000 of the required local match. The Recreation Impact Fees fund has a current balance of \$458,067 (of which \$200,000 is proposed to be dedicated to the Mascoma River Greenway expansion project).

Since funds for the appropriation are to be transferred from Recreation Impact Fees to the Capital Improvements fund, and will be supplemented with the LWCF grant and contributions from the Lebanon Outing Club, there will be no impact on the tax rate.

Action

The following motion is offered for City Council consideration:

MOVED, that the Lebanon City Council hereby schedules a public hearing for Wednesday, August 20, 2025, beginning at 7:00pm in Council Chambers, City Hall, and Remote via the City's Virtual Platform, for the purpose of receiving public input and taking action to appropriate \$550,000 for a new Storrs Hill Ski Lodge Improvements capital project; and to authorize disbursement of \$250,000 in Recreation Impact Fees as the means to partially pay for the work, with the remaining project costs to be funded by a Land and Water Conservation Fund (LWCF) grant, and contributions from the Lebanon Outing Club.

Included In This Section:

1. Draft Ski Lodge Expansion Plans
2. Construction Cost Estimate based on LWCF grant application

Not Included, But Available:

3. [2025 Storrs Hill Ski Area Facility Planning Advisory Committee Final Report](#)

C:\Users\Gardner\OneDrive\Documents\PROJECTS\2021\STORES HILL SKI LODGE\2023.dwg 7/7/2023 4:08 PM DWG TO PDF.plt

IBC 2021
THE PROJECT INCLUDES AN ADDITION PER CHAPTER 11 AND A LEVEL B ALTERATION PER CHAPTER 9
BUILDING MODIFICATION PER NFPA 101 CHAPTER 43.2.2.1.3.

EXISTING: 1854 SF (habitable) + 428 SF (covered porch)
NEW ADDITION: 1952 SF (habitable) + 378 SF OPEN DECK
GROSS BUILDING AREA: (1854 + 428 + 1952)
3344 SF

BUILDING DATA

CONSTRUCTION TYPE: VB
OCCUPANCY CLASSIFICATION: MIXED ASSEMBLY A-3 RECREATION/AMUSEMENT B BUSINESS NFPA 6.1.2.1, 6.1.2.2, 6.1.2.3, 6.1.2.4

GROSS FLOOR AREA: 3344 GROSS SF
ASSEMBLY FLOOR AREA: (PRIMARY USE) 2872 SF
NON-SEPARATED BUSINESS FLOOR AREA: 472 SF

NON-SEPARATED PER IBC 508.3
MIXED OCCUPANCY PER NFPA 6.1.1.4.2.2 AND 6.1.1.4.3

THE ENTIRE BUILDING SHALL BE DESIGNED TO MEET REQUIREMENTS FOR ASSEMBLY A3 (MOST RESTRICTIVE)

SPRINKLERED: YES

TABLE 504.3 ALLOWABLE BUILDING HEIGHT: 40' ACTUAL HEIGHT: 20'-0"

TABLE 504.4 ALLOWABLE # OF STOREYS: 2 ACTUAL # OF STOREYS: 1

TABLE 504.2 ALLOWABLE AREA FACTOR: 34,000 SF ACTUAL AREA: 9,800 SF

OCCUPANT LOADS

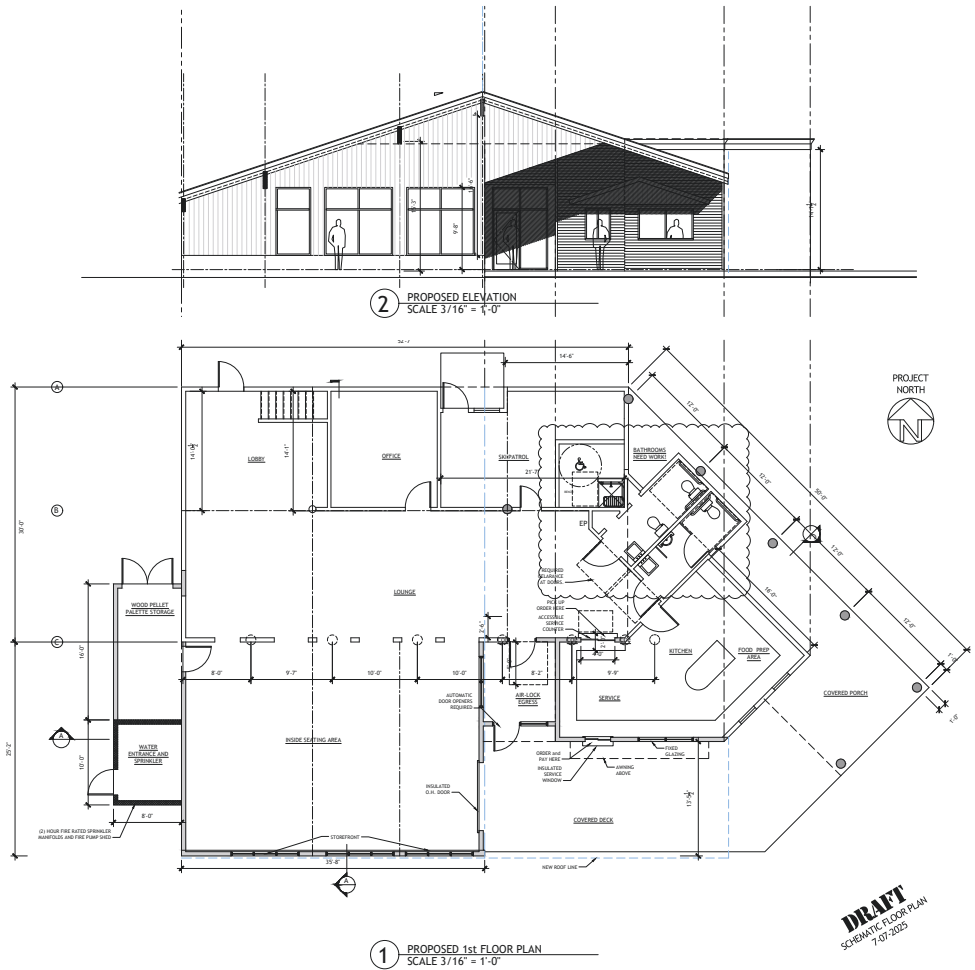
GROUP B AGGREGATE AREA: 535 SF @ 5 SF/NET = 104 OCCUPANTS
886 SF @ 7 SF/NET = 122 OCCUPANTS
724 SF @ 15 SF/NET = 48 OCCUPANTS

GROUP B AGGREGATE AREA: 582 SF @ 150 SF/GROSS = 4 OCCUPANTS

TOTAL OCCUPANT LOAD: 280 OCCUPANTS

PLUMBING FIXTURES

TOILETS: (1) MEN; 75 MEN; (1) PER 75 WOMEN
280 / 1 = 140 MEN; 140 WOMEN
REQUIRED WATER CLOSETS/URINALS: (2) MEN; (2) WOMEN



ISSUE LOG	
DATE	FOR
7.7.23	DESIGN SCOPE
Project Name: STORES HILL SKI LODGE	
Project Location: STORES HILL, VERMONT	
Client: STORES HILL	
Architect: d b ARCHITECTS LLC	
Architect's Address: 11 HILL STREET, VERMONT, VT 05475	
Architect's Phone: 802.754.1999	
Architect's Email: info@dbarchitects.com	
Architect's Website: www.dbarchitects.com	
Sheet Number: A1.1	

Construction Cost Estimate

Lebanon Outing Club

Proposed Ski Lodge Addition

The following is a cost estimate for the proposed addition/renovation to expand the Existing Ski Lodge at Storrs Hill Ski Area, including:
Enclosure of existing 'shed roof' area, relocation/expansion of kitchen, relocation/expansion of ski patrol facilities, new front entrance new rear entrance, expand lodge at left rear, new deck remove interior walls to increase size of interior facility, and associated work.

Soft costs

Plans	\$	3,500
Permits	\$	2,500
Mobilization	\$	2,500
Construction Oversight/Project Mgmt	\$	15,000
Dumpsters	\$	2,800
Demolition, deck, old entries, etc	\$	10,000
Excavation	\$	12,500
Foundation		
Frost Walls	\$	6,700
Slabs	\$	6,000
Framing:		
Materials	\$	21,000
Labor	\$	32,000
Roofing	\$	4,000
Windows	\$	8,000
Exterior Doors	\$	7,000
Exterior Trim/Siding	\$	12,500
New Deck	\$	15,000
Grading/Landscaping	\$	2,000
Relocate, Expand Kitchen	\$	22,000
Relocate, Expand Ski Patrol	\$	15,000
Electrical	\$	8,000
Plumbing	\$	5,000
Heating	\$	10,500
Insulation	\$	7,000
Sheetrock	\$	9,000
Interior Doors and Trim	\$	5,500
Painting	\$	7,250
Flooring	\$	5,000
Punch out	\$	5,000
Fire Suppression	\$	150,000
Site Survey	\$	13,000
Misc	\$	10,000
Contingency	\$	40,000
Total	\$	475,250
Adjust 15% for 2025	\$	546,538