



City of Keene
New Hampshire

**PLANNING, LICENSES AND
DEVELOPMENT COMMITTEE
AGENDA
Council Chambers A
April 25, 2018
7:00 PM**

David C. Richards
Philip M. Jones
George S. Hansel
Bartlomiej K. Sapeta
Margaret M. Rice

-
1. Firstlight Fiber Request to Install Conduit in the Main Street Right-of-Way - Public Works Department

MORE TIME ITEMS:

- A. Tim Zinn/Let It Shine - Request for 2018 Keene Pumpkin Festival Brought to You By the Students of the Area's Schools - Event License
- B. Clarence DeMar Marathon - Request to Use City Property
- C. Amendment to the Zoning Ordinance - Sign Regulation Changes
Ordinance O-2018-02
- D. Keene Swampbats - Request to Discharge Fireworks

Non Public Session
Adjournment



City of Keene, N.H.
Transmittal Form

April 18, 2018

TO: Planning, Licenses and Development Committee

FROM: Donald R. Lussier, P.E., City Engineer

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 1.

SUBJECT: Firstlight Fiber Request to Install Conduit in the Main Street Right-of-Way - Public Works Department

RECOMMENDATION:

Move that the Planning, License and Development Committee recommend that the City Manager be authorized to do all things necessary to negotiate and execute a revocable license agreement with TVC Albany, Inc., D/B/A Firstlight Fiber for the installation of conduit, cabling and associated appurtenances (licensed property) within the Main Street Right-of-Way, subject to the following conditions:

1. The Licensed area shall be in the approximate location depicted on a sketch entitled "Project Route: Main St. – Church St. Area" by Firstlight, dated 2/12/18, with final locations to be approved by the Public Works Director.
2. Licensee is responsible for all costs associated with the installation, maintenance or repair of licensed property and the restoration of any area(s) which may be disturbed to the satisfaction of the City.
3. Licensee is required to obtain all required Federal, State and local permits, including but not limited to a City excavation permit, prior to performing any work.
4. Licensee shall be required to obtain an encumbrance or excavation permit from the City of Keene prior when performing any construction activity, maintenance tasks or accessing the licensed property in such a way that will obstruct public use of the right of way.
5. If the City requires the licensed property to be relocated or removed for any reason, Licensee shall perform such work and the cost of this work is the responsibility of the Licensee.
6. Licensee is responsible for the payment of any properly assessed real property or personal property taxes associated with its use and occupancy of the right-of-way in accordance with RSA 72:23, I (b), when due, failing which this license may be terminated.
7. Licensee agrees to allow any third-party to co-locate their cabling and equipment within the licensed property. Licensee shall be entitled to collect usual and customary lease fees from any such third party.
8. Licensee agrees to allow the Licensor to co-locate cabling and equipment within the licensed property and shall reserve not less than one (1) innerduct for such use. The Licensee will not be entitled to any lease fee or use charges as a result of such use by the Licensor.
9. Licensee agrees to indemnify, defend, and hold the City, its officers, officials, agents, employees, successors and assigns (collectively "City"), harmless from and against any claims, costs, losses,

damages, causes of action, personal injuries, property damage (including any damage to the Premises), legal and administrative proceedings, liabilities, defenses, penalties, fines, liens, judgments, and expenses (including all costs, attorney(s)' fees and related expenses), whether at law or in equity relating to or arising from the use of the Premises by Licensee. Licensee shall hold the City harmless for any claim, demand, cost or expense arising from or related to the licensed property, including but not limited to any damage to the licensed property whether caused by the City or by any third party.

10. In any action brought by the City to enforce the terms of this License, the City shall be entitled to recover its costs, expenses, and reasonable attorney(s)' fees from Licensee. The terms stated at paragraph 9 shall survive the termination of this License.
11. Licensor may terminate this license for any reason upon ninety (90) days' prior written notice to Licensee. Licensee shall remove the licensed property and restore any disturbed areas to the satisfaction of the City within thirty (30) days of such termination.

BACKGROUND:

FirstLight has requested a license to install conduit and utility structures between Central Square and an existing telecommunication manhole near Railroad Plaza. In exchange for use of the public way, FirstLight has agreed to allow other broadband providers to use the proposed conduit in order to access their customers. Staff recommends that their petition be approved, subject to the listed conditions.